Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008) U.S. DEPARTMENT OF COMMERCE 07 -01 -2008 United States Patent and Trademark Office Our Ref.: 49837 103511468 ______ uocuments or the new address(es) below. To the Director of the U.S. Patent and Name of conveying party(ies) 2. Name and address of receiving party(ies) Paul D. Marko Name: XM Satellite Radio Inc. Internal Address: Additional name(s) of conveying party(ies) attached? ██ Yes ☑ No 3. Nature of conveyance/Execution Date(s): Street Address: __1500 Eckington Pl., N.E. Execution Date(s) May 15, 2008 ✓ Assignment Merger City: Washington_____ J Security Agreement Joint Research Agreement State: D.C. Government Interest Assignment Country: U.S.A. Zip: 20002-2194 Executive Order 9424, Confirmatory License Other Additional name(s) & address(es) attached? ☐ Yes ☑ No This document is being filed together with a new application. 4. Application or patent number(s): A. Patent Application No.(s) B. Patent No.(s) 12/098,085 Additional numbers attached? Yes Vo 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: Name: John E. Holmes 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Authorized to be charged by credit card Internal Address: Roylance, Abrams, Berdo & Goodman, L.L.P. Authorized to be charged to deposit account ✓ Enclosed Street Address: 1300 19th Street, N.W., Suite 600 None required (government interest not affecting title) 8. Payment Information City: Washington a. Credit Card Last 4 Numbers ______ Zip: 20036 State: D.C. Expiration Date ___ Phone Number: (202) 659-9076 b. Deposit Account Number Fax Number: (202) 659-9344

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June 25, 2008

Date

<u>ASSIGNMENT</u>

WHEREAS, I, Paul D. Marko, a citizen of the United States, respectively residing respectively at 6320 S.W. 6 Street, Pembroke Pines, Florida 33023 (hereinafter ASSIGNOR), has made a certain invention entitled SYSTEM AND METHOD FOR IMPROVED TRAFFIC FLOW REPORTING USING SATELLITE DIGITAL AUDIO RADIO SERVICE (SDARS) AND VEHICLE COMMUNICATIONS, NAVIGATION AND TRACKING SYSTEM for which I am making application for Letters Patent of the United States, described in the specification filed in the U.S. Patent and Trademark Office on April 4, 2008 and assigned Serial No. 12/098,085 which claims the benefit of U.S. provisional application Serial No. 60/907,494, filed on April 4, 2007; and

WHEREAS, XM Satellite Radio Inc., a corporation duly organized under the laws of the state of Delaware, located and doing business at 1500 Eckington Pl., N.E., Washington, D.C. 20002-2194 (hereinafter ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention and the aforementioned application and any and all Letters Patent to be obtained on said invention and/or application;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that for good and valuable consideration paid to me by said ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, by these presents do hereby sell, assign, set over and transfer unto the said ASSIGNEE, its successors, legal representatives or assigns, the entire right, title and interest in and to the aforesaid invention in and for the United States and all countries foreign thereto; and in, to and under the aforesaid United States application and any corresponding foreign applications and any divisional, continuing, substitute or reissue applications or supplementary disclosures which may be filed on said invention in any country; and my right to file said foreign applications and claim priority under the provisions of any international treaty or convention; and any Letters Patent of the United States or any foreign country issued or granted on said invention and/or said applications;

AND I HEREBY authorize and request the U.S. Patent and Trademark Office or other issuing authority to issue any and all patents on said invention and/or said application to said ASSIGNEE as sole assignee; and I further hereby authorize said ASSIGNEE to file and prosecute any of said foreign applications in its own name;

AND I HEREBY covenant that I have the full right to convey the entire right, title and interest herein assigned and that I have not executed and will not execute any assignment or other instrument in conflict herewith;

AND I HEREBY further covenant and agree to communicate to said ASSIGNEE, or its legal representatives, successors or assigns, any facts relating to said invention, including evidence for interference purposes or other proceedings, whenever requested, and to testify in any interference or in any other legal proceeding, when requested, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective; and to

PATENT REEL: 021178 FRAME: 0365 perform the aforesaid communicating, executing and delivering, without any payment except expenses and to perform the aforesaid testifying for reasonable compensation; and generally to do everything possible to aid the said ASSIGNEE, its successors, legal representatives or assigns to obtain and enforce proper patent protection on and for said invention in all countries, and likewise I make these provisions binding upon my heir, legal representatives and/or administrators.

The undersigned hereby grant the firm of Roylance, Abrams, Berdo & Goodman 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 Office for recordation of this document.

IN WITNESS WHEREOF, I have hereunder set my hand and seal this ______ day of _______, 2008.

Paul D. Marko