

# PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
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Zixiang Xiong	12/05/2006
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Property Type	Number
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ATTORNEY DOCKET NUMBER:	6057-16301
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<p>Total Attachments: 4</p> <p>source=6057-16301_signed_assignment#page1.tif</p> <p>source=6057-16301_signed_assignment#page2.tif</p>	

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## ASSIGNMENT OF PATENT RIGHTS

The following individuals (collectively, "*Assignor*"):

Yang Yang, residing at 800 Marion Pugh Dr., Apt. #1705, College Station, TX 77840, and

Zixiang Xiong, residing at 2323 Ligustrum Flower Drive, Spring, Texas 77388,

do hereby affirm by this *Nunc Pro Tunc* Assignment that for valuable consideration they assigned, transferred, and conveyed unto The Texas A&M University System, a university with offices at Office of Technology Commercialization, 3369 TAMU, College Station, Texas 77843 ("*Assignee*"), on August 4, 2006, all right, title, and interest in and to any and all of the following (collectively, the "*Patent Rights*"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

(b) all patents and patent applications for which any of the Patents directly or indirectly forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents

and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

**The Patents:**

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
11/499,601	US	8/4/2006	Wyner-Ziv coding based on TCQ and LDPC codes, Yang, et al.

Assignor represents, warrants and covenants that as of August 4, 2006:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to assign, transfer and convey the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications,

complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Brazos County  
on December 5, 2006.

THE ASSIGNOR

Signature: Yang Yang

Name: Yang Yang

Signature: Zixiang Xiong

Name: Zixiang Xiong

STATE OF Texas §  
COUNTY OF Brazos §

On Dec. 5, 2006, before me, N. Jean Marshall, Notary Public in and for said State, personally appeared Yang Yang & Zixiang Xiong, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature N. Jean Marshall

