

Form PTO-1595 (Rev. 01-09)  
OMB No. 0651-0027 (exp. 02/28/2009)

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

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Behzad B. Mohebbi; Louis Botha

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/03/08

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Nextivity, Inc.

Internal Address: \_\_\_\_\_

Street Address: 16935 Rancho Bernardo Drive, Suite 208

City: San Diego

State: CALIFORNIA

Country: U.S. Zip: 92127

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)

12/251,420

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: JAMES P. CLEARY

Internal Address: MINTZ, LEVIN, COHN, FERRIS, GLOVSKY  
AND POPEO, P.C.

Street Address: 3580 CARMEL MOUNTAIN ROAD SUITE 300

City: SAN DIEGO

State: CALIFORNIA Zip: 92130

Phone Number: (858) 314-1500

Fax Number: (858) 314-1501

Email Address: ipcleary@mintz.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

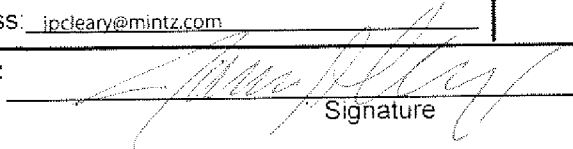
- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 50-0311

Authorized User Name 0999

### 9. Signature:

  
Signature

April 7, 2009

Date

JAMES P. CLEARY (Reg. No.: 45,843)

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 500311 12251420

700404797

PATENT  
REEL: 022490 FRAME: 0832

Attorney Docket No.: 35928-511001US

**ASSIGNMENT**

For valuable consideration we, **Behzad B. Mohebbi** of 3840 Elijah Court, #828, San Diego, CA 92130 and **Louis Botha** of 10558 Albert Place, San Diego, CA 92127 the undersigned, hereinafter referred to as the ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Nextivity, Inc.**, a Delaware corporation with an office at **16935 Rancho Bernardo Drive, Suite 208, San Diego, CA 92127** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

**CDMA UNII LINK**

filed with the U.S. Patent and Trademark Office on October 14, 2008 and assigned Application No. 12/251,420<sup>1</sup>, including any subsequently filed utility applications, which claim priority to Application No. 60/979,352<sup>1</sup>, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

---

<sup>1</sup> Any attorney or agent of record and any registered attorney or agent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, telephone (617) 542-6000, is hereby authorized to insert, when known.

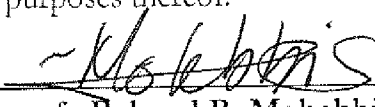
Attorney Docket No.: 35928-511001US

Page 2 of 3

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 11/03/2008
  
 Signature of: Behzad B. Mohebbi

IN WITNESS THEREOF,

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

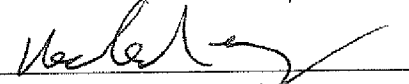
Notary Public

My Commission Expires: \_\_\_\_\_


-OR-

Richard Buz

Witness #1 (Print Name)

  
 Witness #1 (Signature)

11/3/08  
 Date

  
 (Pieter Roux) PIETER ROUX  
 Witness #2 (Print Name)

  
 Witness #2 (Signature)

11/3/08  
 Date

Attorney Docket No.: 35928-511001US  
Page 3 of 3

Date:

11/03/2008

Signature of: Louis Botha

IN WITNESS THEREOF,

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: \_\_\_\_\_

-OR-

CL KRYMMER

Witness #1 (Print Name)

[Signature]

Witness #1 (Signature)

11/03/2008  
DateBehzad Mobein

Witness #2 (Print Name)

[Signature]

Witness #2 (Signature)

11/03/2008  
Date

Attorney's Docket No.: 35928-511001US

## OFFICIAL COMMUNICATION FACSIMILE

ATTN: MAIL STOP ASSIGNMENT

OFFICIAL FAX NO: (571) 273-0140

Number of pages including this page: 5

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Behzad B. Mohebbi *et al.*  
SERIAL NUMBER: 12/251,420  
FILING DATE: October 14, 2008  
CONF. NO: 5584  
FOR: CDMA UNII LINK

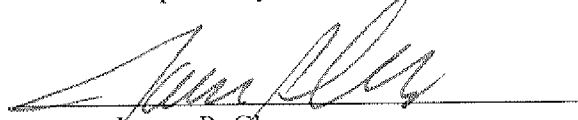
EXAMINER: Not Yet Assigned  
ART UNIT: 2618

## MAIL STOP ASSIGNMENT

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attached is a **RECORDATION FORM COVER SHEET AND ASSIGNMENT** for filing under Application Number 12/251,420. Please apply any charges not covered, or any credits, to Deposit Account No. 50-0311.

Respectfully Submitted,

Dated: April 7, 2009  
James P. Cleary  
Reg. No. 45,843

## PTO Customer No. 64046

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
3580 Carmel Mountain Road  
Suite 300  
San Diego, CA 92130  
Telephone: (858) 314-1500  
Fax: (858) 314-1501

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at (858) 314-1500 to arrange for its return. Thank you.