

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Carl Scarpa | 05/27/2009 |
| Edward Schell | 05/27/2009 |
| RECEIVING PARTY DATA | |
| Name: | Sirius XM Radio Inc. |
| Street Address: | 1221 Avenue of the Americas |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10020 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12426928 |
| CORRESPONDENCE DATA | |
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| ATTORNEY DOCKET NUMBER: | 99908/30781 |
| NAME OF SUBMITTER: | Diane Tomiali |
| Total Attachments: 3 source=99908_30781Assignment#page1.tif source=99908_30781Assignment#page2.tif source=99908_30781Assignment#page3.tif | |

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ASSIGNMENT

WHEREAS We, **Carl Scarpa**, residing at 9 Mershon Lane, Plainsboro, NJ 08536, citizen of the United States of America, and **Edward Schell**, residing at 6 Okjin Street, Jackson, New Jersey 08527, citizen of the United States of America, (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **SYSTEMS AND METHODS FOR TRANSMITTING AND RECEIVING ADDITIONAL DATA OVER LEGACY SATELLITE DIGITAL AUDIO RADIO SIGNALS**, for which we have executed an application for Letters Patent of the United States filed on **April 20, 2009** and assigned serial number **12/426,928**, and whereas **Sirius XM Radio Inc.**, a corporation having an office and principal place of business at 1221 Avenue of the Americas, New York, NY 10020 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, it's successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for it's own use and benefit and for the use and benefit of it's successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, it's successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

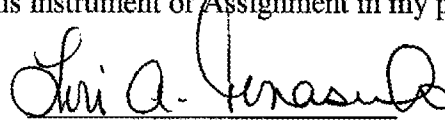
AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, it's successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and


Edward Schell

5/27/09
Date

STATE OF New Jersey)
COUNTY OF Mercer) ss.:

On this 27 day of May, 2009, before me appeared **Edward Schell** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.


Notary Public

