

**PATENT ASSIGNMENT**

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                   |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                       |
| <b>CONVEYING PARTY DATA</b>  |                                  |
| <b>Name</b>  | <b>Execution Date</b>            |
| Feng Qian  | 10/26/2004                       |
| Stanislaw Czaja  | 10/26/2004                       |
| <b>RECEIVING PARTY DATA</b>  |                                  |
| <b>Name:</b>   | VIA Telecom Co., Ltd.            |
| <b>Street Address:</b>   | Zephyr House, Mary Street        |
| <b>Internal Address:</b>   | PO Box 709                       |
| <b>City:</b>   | George Town                      |
| <b>State/Country:</b>  | CAYMAN ISLANDS                   |
| <b>Postal Code:</b>  | Grand Cayman                     |
| <b>PROPERTY NUMBERS Total: 1</b>   |                                  |
| <b>Property Type</b>   | <b>Number</b>                    |
| Application Number:  | 12537096                         |
| <b>CORRESPONDENCE DATA</b>   |                                  |
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| ATTORNEY DOCKET NUMBER:  | VTU.03-0007-01-US                |
| NAME OF SUBMITTER:   | Taysie J. Locke                  |
| Total Attachments: 2<br>source=VTU-03-0007-01-US_Assignment#page1.tif<br>source=VTU-03-0007-01-US_Assignment#page2.tif |                                  |

CH \$40.00 12537096

ASSIGNMENT

WHEREAS, we, Feng Qian of 25851 Majorca Way, Mission Viejo, CA 92692, U.S.A. and Stanislaw Czaja, of 806 Ocean Crest, Cardiff, CA 92007, U.S.A., hereinafter referred to as the Assignors, are the inventors of certain new and useful improvements in a "TRISTATE REQUESTS FOR FLEXIBLE PACKET RETRANSMISSION"

[X] for which an application for a United States Patent was filed on September 23, 2004, and assigned U.S. Application No. 10/947,825; and

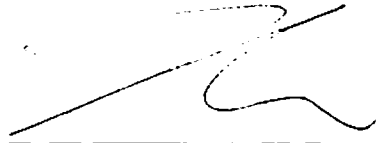
WHEREAS, VIA Telecom Co., Ltd., hereinafter referred to as the Assignee, of Zephyr House, Mary Street, P.O. Box 709, George Town, Grand Cayman, Cayman Islands, British West Indies, c/o 3390 Carmel Mountain Rd. San Diego, CA 92121, a corporation of Cayman Islands, is desirous of acquiring the entire right, title and interest in and to said new and useful improvements and in and to said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said new and useful improvements and said applications and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

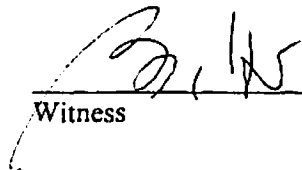
AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we will not execute any agreement in conflict herewith, and we further covenant and agree that we will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said new and useful improvements, said applications and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominee all known facts respecting said new and useful improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said new and useful improvements in any and all countries.

AND we 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 issue to said Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said new and useful improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this assignment.

10/26/04  
Date

  
Feng Qian

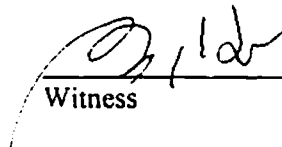
10/26/04  
Date

  
Witness

10/26/04  
Date

  
Stanisław Czaja

10/26/04  
Date

  
Witness