PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| DENNIS JARRET GUILL JR. | 08/19/2009 |

RECEIVING PARTY DATA

| Name: | METROPCS WIRELESS, INC. | | |
|-----------------|-------------------------|--|--|
| Street Address: | 2250 LAKESIDE BOULEVARD | | |
| City: | RICHARDSON | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75082 | | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | | |
|---------------------|----------|--|--|
| Application Number: | 12012571 | | |

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: MPCS-28371

NAME OF SUBMITTER: GREGORY M. HOWISON

Total Attachments: 2

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PATENT REEL: 023122 FRAME: 0301 CH \$40.00 120

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PATENT MPCS-28,371

Assignment

Whereas, DENNIS JARRET GUILL, JR., an individual, residing at 8435 Robertson Drive, Frisco, Texas 75034 ("Applicant"), has invented certain new and useful improvements in a METHOD FOR CREATING A CELLULAR TELEPHONE INFRASTRUCTURE (the "Invention"), for which United States Patent Application was filed on February 4, 2008 (Serial No. 12/012.571) (the "Application"); and

Whereas, METROPCS WIRELESS, INC., a Delaware corporation, located at 2250 Lakeside Boulevard, Richardson, TX 75082 ("Assignee"), is desirous of acquiring the entire right, title, and interest in the Application.

Now, Therefore, for other good and valuable consideration, Applicant, by these presents does hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives the full and exclusive right to the Application in the United States and the entire right, title, and interest in and to any and all Patents which may be granted therefore and/or therefrom in the United States, to all divisions, reissues, substitutions, continuations, continuations-in-part, and extensions of said application. Applicant hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the Invention, or patents resulting therefrom, insofar as Applicant's interests are concerned, to Assignee, of the entire right, title, and interest in and to the same, for his sole use and benefit; and for the use and benefit of his legal representatives, to the full end of the term for which said Patent(s) may be granted, as fully and entirely as the same would have been held by the Applicant had this assignment not been made.

Applicant also sells and assigns to Assignee, its successors, assigns and legal representatives the full and exclusive right, title, and interest to the Invention disclosed in said Application throughout the world, including the right to file applications and obtain patents, utility models, industrial models, and designs for the Invention in the Assignee's own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the Invention and all rights to register the Invention in appropriate registries, all foreign rights arising from pre-grant publication of the Application; and Applicant further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

Applicant further agrees to communicate to Assignee, its successors, assigns and/or legal representatives, any known facts respecting any improvements, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Invention in all countries.

Applicant further authorizes and directs Assignee's attorneys to insert the serial number and filing date of said application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

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| % T | . 2 | Charles | Inventor: |
|-------|----------|---------|-----------|
| -Name | α | Neuc | 38VCHUH: |
| | | | |

DENNIS JARRET GUILL, JR.

Residence (City, State): FRISCO, TEXAS

Signature:

08-19-

Date:

Date Application Executed: September 2, 2008

STATE OF

COUNTY OF

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BEFORE ME, a Notary Public, on this 19th day of appeared DENNIS JARRET GUILL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same of his own free will for the purposes and consideration therein expressed.

MARGARET A. WORTHY Notary Public, State of Texas My Commission Expires July 25, 2010

Notary Public

Commission Expires: