

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UTStarcom, Inc.	06/13/2008
RECEIVING PARTY DATA	
Name:	Tasom Mobile Transfer Co. LLC
Street Address:	2711 Centerville Rd., Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12291334
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	08-726-US-REI
NAME OF SUBMITTER:	Daniel R. Bestor
Total Attachments: 5 source=assignment - UTS to Tasom#page1.tif source=assignment - UTS to Tasom#page2.tif source=assignment - UTS to Tasom#page3.tif source=assignment - UTS to Tasom#page4.tif source=assignment - UTS to Tasom#page5.tif	

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PATENT

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REEL: 023124 FRAME: 0197

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, UTStarcom, Inc., a Delaware corporation, with an office at 1275 Harbor Bay Parkway, Alameda, CA 94505 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Tasom Mobile Transfer Co. LLC, a Delaware limited liability company, with an address at 2711 Centerville Rd, Suite 400, Wilmington, DE 19808 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future 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 (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(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) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(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

- (1) damages,
- (2) injunctive relief, and
- (3) 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).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,868,272 (09/328,306)	US	3/15/2005 (6/8/1999)	METHOD AND APPARATUS FOR ROAMING IN HIERARCHICAL MOBILE COMMUNICATIONS NETWORK Berkowitz, Paul; Shey, Chauncey; Vancraeynest, Jan; Vasconcellos, Jose
CN991021583	CN	(10/20/1999)	Communication system and roaming method for mobile station in communication system Vancraeynest, Paul; Bocovich, Canx
7,133,678 (10/095,209)	US	11/7/2006 (3/8/2002)	HYBRID PUBLIC/PRIVATE WIRELESS NETWORK WITH SEAMLESS ROAMING Berkowitz, Paul; Shey, Chauncey; Vancraeynest, Jan; Vasconcellos, Jose
7,142,590 (10/074,832)	US	11/28/2006 (2/13/2002)	METHOD AND SYSTEM FOR OVERSUBSCRIBING A DSL MODEM Kelliher, Timothy L.
7,142,591 (10/159,496)	US	11/28/2006 (5/31/2002)	METHOD AND SYSTEM FOR OVERSUBSCRIBING A POOL OF MODEMS Kelliher, Timothy L.
BR2003PI05030	BR	(5/29/2003)	Method and system for oversubscribing a pool of modems Kelliher, Timothy L.
7,233,649 (10/194,375)	US	6/19/2007 (7/12/2002)	FASTER MODEM METHOD AND APPARATUS Kelliher, Timothy L.; Farmwald, P. Michael
7,254,648 (10/354,529)	US	8/7/2007 (1/30/2003)	UNIVERSAL BROADBAND SERVER SYSTEM AND METHOD Kelliher, Timothy L.; Coleman, Patrick James; Farmwald, P. Michael
CN20048004963	CN	(1/29/2004)	Universal broadband server system and method Kelliher, Timothy L.
BR2004PI07163	BR	(1/29/2004)	UNIVERSAL BROADBAND SERVER SYSTEM AND METHOD

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Kelliher, Timothy L.; Coleman, Patrick James; Farmwald, P. Michael
MX2005PA07985	MX	(7/27/2005)	UNIVERSAL BROADBAND SERVER SYSTEM AND METHOD Kelliher, Timothy L
7,259,474 (10/410,380)	US	8/21/2007 (4/9/2003)	METHOD AND APPARATUS FOR AGGREGATING POWER FROM MULTIPLE SOURCES Blanc, James Joseph
CA20042517838	CA	(4/8/2004)	Method and apparatus for aggregating power from multiple sources Blanc, James J.
CN20048007458	CN	(4/8/2004)	Method and apparatus for aggregating power from multiple sources Blanc, James Joseph
BR2004PI08644	BR	(4/8/2004)	Method and apparatus for aggregating power from multiple sources Blanc, James Joseph
MX2005PA10731	MX	(10/5/2005)	Method and apparatus for aggregating power from multiple sources Blanc, James Joseph
IN1466/KOLNP/2005	IN	1/29/2004	Universal broadband server system and method Kelliher, Timothy L.; Coleman, Patrick James; Farmwald, P. Michael
IN1682/KOLNP/2005	IN	4/8/2004	Method and apparatus for aggregating power from multiple sources Blanc, James Joseph

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of 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. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective

jurisdiction. 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 therefore, 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.

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.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Alameda, CA on 13 June 08.

ASSIGNOR:

UTStarcom, Inc.

By: [Signature]
Name: Russell L. Bottorff
Title: VP - Licenses & IP
(Signature MUST be notarized)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
Notary Public in and for said State, personally appeared _____,
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 _____

(Seal)

ACKNOWLEDGMENT

State of California

County of ALAMEDA

On JUNE 13th 2009 before me KANAN GUPTA (NOTARY PUBLIC)
(INSERT NAME AND TITLE OF THE OFFICER)

personally appeared RUSSELL L BOLTWOOD
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/ her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing is true and correct.

WITNESS my hand and official seal.

Signature Kgupta (SEAL)

