



BOX ASSIGNMENTS

10-15-09

RECORDATION FORM COVER
PATENT APPLICATIONS & PATENTS ONLY 103578190

TO THE DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE:
SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNOR(S)):

1. Michael Miller

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? YES NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: TeleCommunication Systems, Inc.
ADDRESS: 275 West Street, Suite 400, Annapolis, Maryland 21401

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? YES NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation – multiple copies of same Assignment signed by different inventors is one document.)

ASSIGNMENT OF: WHOLE PART INTEREST **EXEC. DATE: September 9, 2001**
 CHANGE OF NAME VERIFIED TRANSLATION
 SECURITY MERGER OTHER:

4. EXECUTION DATES(S) ON THE DECLARATION IF FILED HEREWITH: September 9, 2001
(NOTE: IF DATES DIFFER, SEE ATTORNEY!!) 12588433

4.5 APPL. OR PATENT NUMBER(S) – OTHERS ON ADD'L SHEET(S) ATTACHED? YES NO

A. PAT. APP. NO.(S) series code/serial no.	MATTER #	1ST INVENTOR if not in item 1	B. PATENT NO(S)	MATTER #	1ST INVENTOR if not in item 1
unknown	20-319	MILLER			

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:
MANELLI DENISON & SELTER PLLC
2000 M Street, NW Suite 700
Washington, DC 20036

6. NUMBER INVOLVED:
APPLNS 1 + PATS = TOTAL 1
7. AMOUNT OF FEE ENCLOSED: (Code 581)
ABOVE TOTAL X \$40 = \$40

5.5 ATTORNEY DOCKET:

8. IF ABOVE FEE IS MISSING OR INADEQUATE, CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 50-0687

20-319	20-319	UNDER ORDER NO: 20-319	20-319
MATTER NO.	CLIENT REFERENCE	duplicate sheet not required	CLIENT/MATTER

9. STATEMENT AND SIGNATURE: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William H. Bollman

Attorney: William H. Bollman
Reg. No. 36,457
WHB/jtm

10. Total number of pages including this cover sheet, attachments and document **14**
(do not file duplicate cover sheet)

TEL. (202) 261-1020

DATE: October 15, 2009
FAX. (202) 887-0336

FILE WITH PTO RETURN RECEIPT

ASSIGNMENT OF PATENT APPLICATION

WHEREAS I, the below named inventor, hereinafter referred to as Assignor, has made an invention entitled:

SYSTEM FOR AUTOMATED, MID-SESSION, USER-DIRECTED, DEVICE-TO-DEVICE SESSION TRANSFER SYSTEM

- For which I executed an application for United States Letters Patent concurrently herewith
- For which I/We filed an application for United States Letters Patent on {FILED} (Serial No. {SERIAL})

WHEREAS, AETHER SYSTEMS, INC.

a corporation of DELAWARE

whose post office address is 11460 Cronridge Drive, Owings Mills, Maryland 21117

(hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for good and valuable consideration, the receipt of which from assignee is hereby acknowledged, I, as assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application Serial No. _____ filed _____ (if any), and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me/us respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

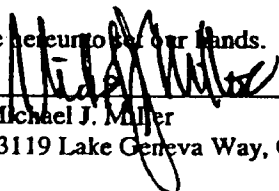
AND, I HEREBY authorize and request the attorneys I have empowered in the Declaration and Power of Attorney in this application, to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

Signature of first assignor: _____

Name of first assignor: _____

Address _____


Michael J. Miller

Date 9/9/01

13119 Lake Geneva Way, Germantown, Maryland 20874

Wilmer Cutler & Pickering

PATENT ASSIGNMENT

This Patent Assignment is delivered pursuant to the Closing under that certain Purchase Agreement, as amended, (the "Agreement") dated as of December 18, 2003, between Aether Systems, Inc., as the "Seller", and TSYS Acquisition Corp., as the "Purchaser". Capitalized terms used in this Patent Assignment have the same meanings given to them in the Agreement.

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate governmental agency to indicate ownership of the Patents described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the patents and patent applications specifically listed in Annex A to this Patent Assignment; and

(b) the following properties and rights with respect to all patents and patent applications so listed in Annex A:

(1) the inventions claimed or described in the patents or applications,

(2) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Annex A,

(3) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the foregoing patents,

(4) all income, royalties, damages, and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent, and

(5) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.

The foregoing rights in and under the patents shall apply to the full end of their terms as fully as the Seller would have held the same in the absence of this assignment. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Seller to (a) receive all rights and benefits pertaining to the patents described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the patents and rights described above. This Patent Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect,

and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 12.12 of the Agreement.

The undersigned has signed this Patent Assignment on January 13, 2004.

Aether Systems, Inc.:

By: [Signature]
Name: David S. Oros
Title: Chief Executive Officer

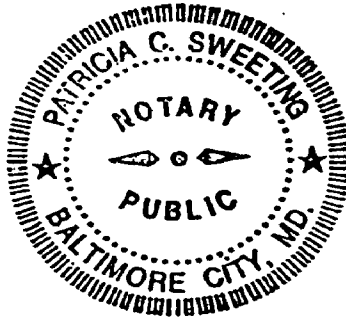
STATE OF MARYLAND
COUNTY OF Baltimore
City

On 13th before me, Patricia C. Sweeting (the undersigned notary), personally appeared David S. Oros 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 executed the same in his authorized capacity, and that by his 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]
Notary Public

[seal]



Docket No.: 5387/001/27SD

By: SBK/RM/vb

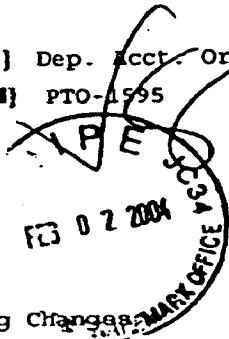
PIPER RUDNICK No.: 28308-23

Serial Nos.: 09/236,510; 09/237,289; 09/941,582; 09/953,408;
09/688,160; 09/707,960; 09/698,181; 09/704,535; 09/736,167;
60/240,087; 09/694,297; 09/767,951; 09/723,285; 09/767,266;
09/709,487; 09/739,844; 09/740,040; 09/707,770; 09/523,168;
10/026,887; 09/932,982 and U.S. Patent Nos. 6,304,746; 6,587,838 and
6,011,954

The following has been received in the U.S. Patent Office on the date stamped hereon:

- _____ pp. Specification & _____ Claims/Drawings _____ Sheets
- Combined Declaration, Petition & Power of Atty. (_____ Pages/Executed)
- Utility Patent Application Transmittal
- Continued Prosecution Application
- Request for Continued Examination (RCE)
- List of Inventors' Names and Addresses
- Fee Transmittal
- Check for \$960.00
- Assignment 2 pages (executed)
- Request for Priority
- Priority Doc. (_____)
- White Advance Serial Number Postcard
- Preliminary Amendment
- Letter to Official Draftsman
- Request for Approval of Proposed Drawing Changes
- Drawings _____ sheets
- Letter (Transmittal)
- Amendment
- Request for Extension of Time (_____ month(s))
- Information Disclosure Statement PTO-1449
- List of Related Cases
- Cited Documents (_____)
- _____ Search Report
- Statement of Relevancy
- Restriction Response Election Response
- Notice of Appeal
- Appeal Brief
- Annex A - List of U.S. Applications and Patents (2 pages)

Dep. Acct. Order Form
 PTO-1595



DUE DATE: February 6, 2004

slm



PIPER RUDNICK, LLP
6225 SMITH AVE
BALTIMORE MD 21209-3626

Date: 09-15-2005

This letter is to confirm acceptance of the following filing:

ENTITY NAME : TELECOMMUNICATION SYSTEMS CORPORATION OF MARYLAND
DEPARTMENT ID : D07695802
TYPE OF REQUEST : ARTICLES OF AMENDMENT / NAME CHANGE
DATE FILED : 09-15-2005
TIME FILED : 01:56-PM
RECORDING FEE : \$100.00
EXPEDITED FEE : \$90.00
COPY FEE : \$22.00
FILING NUMBER : 1000361991891155
CUSTOMER ID : 0001669552
WORK ORDER NUMBER : 0001112590

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

Charter Division
Baltimore metro area (410)767-1350
Outside metro area (888)246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395
Toll free in Maryland (888)246-5941
MRS (Maryland Relay Service) (800)735-2258 TTY/Voice- Fax (410)333-7097
Website: www.dat.state.md.us

0003604357

check

ENTITY TYPE: ORDINARY BUSINESS - STOCK
STOCK: Y
CLOSE: N
EFFECTIVE DATE: 09-15-2005
PRINCIPAL OFFICE: SUITE 400
275 WEST STREET
ANNAPOLIS MD 21401
RESIDENT AGENT: BRUCE WHITE
SUITE 400
275 WEST STREET
ANNAPOLIS MD 21401
COMMENTS:
THIS AMENDMENT RECORD INDICATES THE NAME CHANGE
FROM: TSYG ACQUISITION CORP.
TO: TELECOMMUNICATION SYSTEMS CORPORATION OF MARYLAND.

NOTICE: Effective January 1, 2004

As a result of a change in State law, the annual report fee for most legal entities (including LLCs and LLPs) has increased to \$300. This fee is for the privilege of maintaining a legal entity's existence in Maryland, and is due and payable with the filing of the personal property return. The increase is effective for any return, regardless of year, filed after 12/31/2003.

There continues to be no annual report fee for non-stock corporations, churches, foreign interstate companies, sole proprietorships and general partnerships, but these entities must still file a personal property return annually.

TSYS ACQUISITION CORP.
ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Pursuant to the provisions of the Maryland Corporations Act, MD. CORPS. & ASS'NS CODE ANN., §2-101 *et seq.* (the "Corporations Act"), the undersigned corporation (the "Corporation") submits the following Articles of Amendment:

1. The name of the Corporation is: TSYs Acquisition Corp.
2. The Articles of Incorporation of the Corporation are hereby amended by deleting Article SECOND in its entirety and substituting in its place the following:

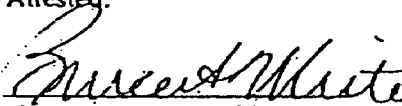
SECOND: The name of the corporation (which is hereinafter called the "Corporation") is:
TeleCommunication Systems Corporation of Maryland.

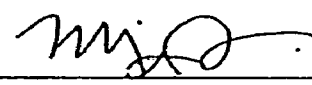
3. The foregoing amendment has been approved by the unanimous consent of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed in its name and on its behalf by its President and attested by its Secretary on this 15th day of September, 2005.

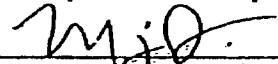
Attested:

TSYS ACQUISITION CORP.


Name: Bruce A. White
Title: Secretary

By: 
Name: Maurice B. Tosé
Title: President

THE UNDERSIGNED, the President of TSYs Acquisition Corp. who executed on behalf of the Corporation the foregoing Articles of Amendment of which this certificate is made a part, hereby acknowledges in the name and on behalf of the Corporation the foregoing Articles of Amendment to be the corporate act of the Corporation and hereby certifies to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.


Name: Maurice B. Tosé
Title: President

-BALZ:4115966.v1 |11/22/04
313301-1

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2 page document on file in this office DATED: September 15, 2005.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY:  Custodian

This stamp replaces our previous certification system. Effective: 6/95

DOCUMENT CODE 09A BUSINESS CODE _____

DO7695802

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

Affix Barcode Label Here

Affix Barcode Label Here

New Name: Telecommunication

Systems Corporation of

Maryland

FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: _____

Expedite Fee: 90

Penalty: _____

State Recordation Tax: _____

State Transfer Tax: _____

1 Certified Copies

1 Certificates

Certificate of Status Fee: 20

Personal Property Filings: _____

Mail Processing Fee: _____

Other: _____

TOTAL FEES: 232

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Change of Business Code

Adoption of Assumed Name

Other Change(s)

Credit Card _____ Check 1 Cash _____

3 Documents on Checks

Approved By: A-01

Keyed By: _____

COMMENT(S):

Code 418

Attention: Keysha McNeil

Mail: Name and Address

Stamp Work Order and Customer Number HERE

Blank area for stamping work order and customer number.

ASSIGNMENT AND AGREEMENT

THIS PATENT ASSIGNMENT (this "Assignment") is by and between **TeleCommunication Systems Corporation of Maryland**, a corporation in the State of Maryland, having an office at 275 West Street, Suite 400, Annapolis, Maryland, 21401, U.S.A., (**ASSIGNOR**) and **TeleCommunication Systems, Inc.**, a corporation of the State of Maryland, having an office at 275 West Street, Suite 400, Annapolis, Maryland, 21401, U.S.A. (**ASSIGNEE**).

RECITALS

- A. WHEREAS, **ASSIGNOR** presently owns or controls certain patents and patent applications listed in the attached Appendices A and B (hereinafter "**TRANSFERRED PATENTS AND APPLICATIONS**"), respectively and;
- B. WHEREAS, **ASSIGNOR** desires to transfer, assign, convey, deliver, and vest all of its interests and rights in **TRANSFERRED PATENTS AND APPLICATIONS** for all countries, jurisdictions and political entities of the world, to and in **TeleCommunication Systems, Inc.**

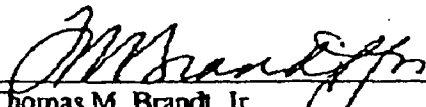
NOW, THEREFORE, in consideration of good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey and transfer and deliver, and agrees to assign, convey, transfer and deliver to **TeleCommunication Systems, Inc.**, its successors, assigns and legal representatives or nominees, **ASSIGNOR'S** entire right title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement to all **TRANSFERRED PATENTS AND APPLICATIONS**, and corresponding counterpart foreign applications and patent applications, with respect to which, and to the extent to which, **ASSIGNOR** now has or hereafter the right to so assign, convey, transfer and deliver. **TeleCommunication Systems, Inc.** recognizes that **ASSIGNOR** hold only bare legal title to the **TRANSFERRED PATENTS AND APPLICATIONS**.

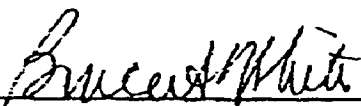
ASSIGNOR agrees that, upon request it will, at any time without charge to **TeleCommunication Systems Corporation of Maryland**, but at **TeleCommunication Systems, Inc.'s** expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to **TRANSFERRED PATENTS AND APPLICATIONS** in **TeleCommunication Systems, Inc.**, its successors, assigns and legal representatives or nominees, including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in **TeleCommunication Systems, Inc.** and respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

TeleCommunication Systems Corporation of Maryland

By: 
Thomas M. Brandt, Jr.
Title: Chief Financial Officer
Date: October 4, 2006

TeleCommunication Systems, Inc.

By: 
Bruce A. White
Title: Vice President
Date: October 4, 2006

APPENDIX B - U.S. Patent Applications

U.S. Patent Application	Title	Inventors	Filing Date
09/694,297	Messaging Method and Apparatus for Setting and Receiving Messages in a Client Server Environment Over Multiple Wireless and Wireline	James Zombek Richard Sobchak Rudy Bonifas	October 24, 2000
09/704,535	System and Method for Developing Applications in Wireless and Wireline Environments	James Zombek Richard Sobchak Rudy Bonifas	
09/707,770	WEB Page Content Translator	Yin Cheng Wilfredo Padin Rongli Jiang Andrew Fedorchek	November 6, 2000
09/709,487	Method and System for Deploying Content to Wireless Devices	Rudy Bonifas Michael Miller Dale Shelton L. Jay Wantz	November 13, 2000
09/736,167	Site Mining Stylesheet Generator	Douglas J. Jakubowski	December 15, 2000
09/494,553 09/739,844 09/723,285 11/227,413 09/968,181 11/366,009	Messaging Method and Apparatus for Routing Messages in a Client Server Environment Over Multiple Wireless and Wireline Networks	Rudy Bonifas Jim Zombek Rick Sobchak	January 31, 2000
09/740,040	Messaging Method and Apparatus Including a Protocol Stack that Corresponds Substantially to an Open System Interconnection Model and Incorporates a Simple Network Transport Layer	James M. Zombek Richard Sobchak Rudy Bonifas	December 20, 2000

5/19/2001

APPENDIX B - U.S. Patent Applications (Cont)

09/767,266	A System Method and Computer Program Product for Maintaining Program State Over Wireless Networks that Dynamically Won't Load Balance Messages Across Multiple Servers	James Zombek Richard Sobchak Lyle Sutton	January 23, 2001
09/932,982	System for Efficiently Handling Cryptographic Messages Containing Nonce Values in a Wireless Connectionless Environment without Compromising Security	Todd Lagimodiere	August 30, 2001
09/941,582	Method and Apparatus for Storing Real-Time Text messages	Marina Libman	August 30, 2001
09/953,408	System for Automated, Mid-Session, User-Directed, Device-to Device Session Transfer System	Michael Miller	September 17, 2001
09/985,878	System for an Open Architecture Development Platform with Centralized Synchronization	Greg Visally Douglas Morrison Roy Bodayla	November 6, 2000
09/985,879	System for a Configurable Open Database Connectivity Conduit	Joseph Nardone Jeffrey Phelps Mark Wallace	November 6, 2000
09/985,884	System for a Run-Time Engine Capable for Pager Capable Remote Device	Andrew Hamilton Joseph Nardone	November 6, 2000
09/987,636	Run-Time Engine Implemented On a Computing Device Allowing Synchronization of Records During Application Execution	Joseph Nardone Lany D. Mason	October 16, 2000
10/026,887	System for Optimizing the Invocation of Computer Based Services Deployed in Distributed Computing Environment	Toff Lagimodiere James Voris	December 27, 2001
10/265,740	Coordination of Data Received from One or More Sources Over One or More Channels into a Single Context	Greg Gershman Michael J. Miller	October 8, 2002
09/723,285		Rudy Bonetas Richard Sobchak James Zombek	November 28, 2001