

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Michael Paul	10/28/2009
Mark David Melin	11/02/2009
Sylvain Jack Niles	10/28/2009
Myles Patrick Cagney	10/29/2009
RECEIVING PARTY DATA	
Name:	SLING MEDIA INC.
Street Address:	1051 East Hillsdale Blvd.
Internal Address:	Suite 500
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12619192
CORRESPONDENCE DATA	
Fax Number:	(480)385-5061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(480) 385-5060
Email:	scastillo@ifllaw.com
Correspondent Name:	Ingrassia Fisher & Lorenz, P.C.
Address Line 1:	7010 East Cochise
Address Line 4:	Scottsdale, ARIZONA 85253-1406
ATTORNEY DOCKET NUMBER:	066.0067 (P2009-05-01)
NAME OF SUBMITTER:	Brett A. Carlson

CH \$40.00 12619192

Total Attachments: 7

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**ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR
LETTERS PATENT OF THE UNITED STATES OF AMERICA**

WHEREAS, **John Michael Paul, Mark David Melin, Sylvain Jack Niles and Myles Patrick Cagney** (hereinafter, singularly and collectively "Assignor") has solely and/or have jointly (as appropriate) invented and/or discovered certain new and useful invention, process, machine, manufacture, or composition of matter, or any new and useful improvement in an invention as described in an application for Letters Patent entitled "**SYSTEMS AND METHODS FOR DELIVERING MESSAGES OVER A NETWORK**" filed in and/or with the United States Patent and Trademark Office on November 16, 2009, and which has been assigned Application Serial Number 12/619,192 and which is further identified by the EchoStar Docket No. set forth above (hereinafter, the "Invention"); and

WHEREAS, **Sling Media, Inc.**, a corporation organized and existing under the laws of the State of Delaware, United States of America, and having a principal place of business of 1051 E. Hillsdale Blvd, Suite 500, Foster, City CA 94404 (hereinafter, the "Assignee") desires to acquire all rights, title and interest in and to the Invention, including, but not limited to, all rights, title and interest in and to past, present and future damages, injunctive relief and to any and all other additional rights, title, interest, relief and/or remedies granted by any legislative, judicial, quasi-judicial, administrative or other body, or otherwise; and

WHEREAS, Assignor, to the extent they own any right, title and interest in and to the Invention are desirous of assigning any and all such rights, title and/or interest to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee and its legal representatives, successor and assigns, the entire right, title and interest, including any all rights in and/or to past, present and future damages, injunctive relief and/or any other remedy and relief granted by a legislative, judicial, quasi-judicial or administrative body, in and to said Invention, said application, for any and all non-provisional, national, international, foreign, and regional applications corresponding and/or claiming priority thereto, any divisions, continuations, continuation-in-parts, reissues, reexaminations, renewals, and extensions thereof, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, and does request the Commissioner of Patents to issue said Letters Patent to the Assignee, consistent with the terms of this agreement.

Assignor hereby authorizes Assignee to insert in this instrument the filing date and Application Serial Number in the above fields if not already present at the time of execution of this instrument.

Assignor hereby declares that he/she is the sole inventor (if only one inventor is named herein) or an original, first and joint inventor (if plural inventors are named herein) of the Invention. UPON SAID CONSIDERATION, Assignor hereby covenants and agrees with Assignee that they will not execute any writing or do any act whatsoever conflicting with these presents, and agrees that, when requested, he/she will, without charge to Assignee but at its expense, execute such additional assignments, declarations and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all

necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

Assignor agrees that he/she will communicate to Assignee or its representatives any facts known to Assignor respecting said inventions within a reasonable time of discovering or coming into possession of the same.

Assignor authorizes and empowers Assignee, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in Assignor's name, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

Assignor hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge the right, title and interest herein conveyed are free and clear of any encumbrance, and that Assignor has the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application.

After this Assignment has been recorded, please return it to:

Attn: John T. Kennedy
DISH Network L.L.C.
Legal Department
9601 S. Meridian Blvd.
Englewood, CO 80112

JOINT

Inventor (1): John Michael Paul
(Name)

[Signature]
(Signature in Full)

Citizenship: US

Post Office Address: 780 Seale Ve., Palo Alto, CA 94303

Residence: 780 Seale Ve., Palo Alto, CA 94303

On this 28 day of October, 2009, before me a notary public in and for the county of San Mateo in the State of California, appeared **JOHN MICHAEL PAUL**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

[Signature]
My Commission Expires: 08-28-2010
Notary Public



JOINT

Inventor (2): Mark David Melin
(Name)

[Signature]
(Signature in Full)

Citizenship: US

Post Office Address: 151 Kestrel Court, Brisbane, CA 94005

Residence: 151 Kestrel Court, Brisbane, CA 94005

On this _____ day of _____, 2009, before me a notary public in and for the county of _____ in the State of _____, appeared **MARK DAVID MELIN**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

See attached Notary Certificate

My Commission Expires: _____
Notary Public

(Seal)

ACKNOWLEDGMENT

California All-Purpose Acknowledgment

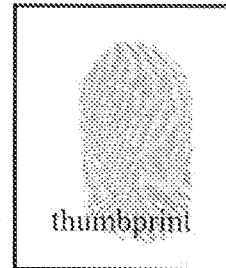
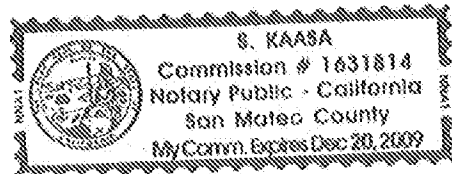
State of California))
County of San Mateo)) ss.

On November 2, 2009 before me, S. Kaasa, Notary Public, personally appeared Mark David Melin, 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 paragraph is true and correct.


WITNESS my hand and official seal.

S. Kaasa
Signature of Notary Public



Attached Loose Certificate, Acknowledgment for document:

Assignment & Agreement in an Application
for Patents Patent of the USA

JOINT
 Inventor (3): Sylvain Jack Niles (Name)  (Signature in Full)
 Citizenship: US
 Post Office Address: 927 Judah Street, San Francisco, CA 94122
 Residence: 927 Judah Street, San Francisco, CA 94122
 On this 28th day of October, 2009, before me a notary public in and for the county of SAN FRANCISCO in the State of CALIFORNIA, appeared **SYLVAIN JACK NILES**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.
See attached California All-Propose Acknowledgment form
 My Commission Expires: _____ (Seal)
 Notary Public

JOINT
 Inventor (4): Myles Patrick Cagney (Name) _____ (Signature in Full)
 Citizenship: US
 Post Office Address: 5 Betty Lane, Novato, CA 94947
 Residence: 5 Betty Lane, Novato, CA 94947
 On this _____ day of _____, 2009, before me a notary public in and for the county of _____ in the State of _____, appeared **MYLES PATRICK CAGNEY**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.
 My Commission Expires: _____ (Seal)
 Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On OCT. 28, 2009 before me, ILDEFONSO M. CASTILLO, NOTARY Public

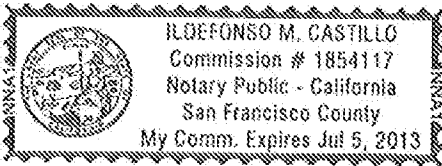
personally appeared SYLVAIN JACK NILES

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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ildefonso M. Castillo
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

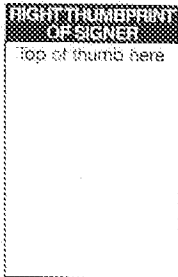
Description of Attached Document

Title or Type of Document: Assignment & Agreement in an Application for Letters TO THE USA
Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: _____

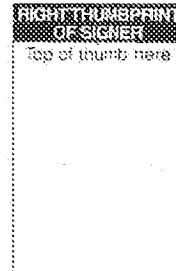
Capacity(ies) Claimed by Signer(s)

- Signer's Name: SYLVAIN JACK NILES
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Self

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

JOINT

Inventor (3): Sylvain Jack Niles (Name) [Signature] (Signature in Full)

Citizenship: US
Post Office Address: 927 Judah Street, San Francisco, CA 94122

Residence: 927 Judah Street, San Francisco, CA 94122

On this _____ day of _____, 2009, before me a notary public in and for the county of _____ in the State of _____, appeared SYLVAIN JACK NILES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

My Commission Expires: _____ (Seal)
Notary Public

JOINT

Inventor (4): Myles Patrick Cagney (Name) [Signature] (Signature in Full)

Citizenship: US
Post Office Address: 5 Betty Lane, Novato, CA 94947

Residence: 5 Betty Lane, Novato, CA 94947

On this 29 day of October, 2009, before me a notary public in and for the county of Marin in the State of California, appeared MYLES PATRICK CAGNEY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

[Signature]
My Commission Expires: December 8 2012 (Seal)
Notary Public

