| OMB No. 0651-0027 (exp. 03/31/2009) 07 - 02                                      | -2010 United States Patent and Trademark Office                          |  |  |  |
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|  | HIN HIN SET  |  |  |  |
| To the Director of the U.S. Patent and 10360                                     | )1072 J documents or the new address(es) below.                          |  |  |  |
| 1. Name of conveying party(ies)  | 2. Name and address of receiving party(ies)                              |  |  |  |
|  | Name:ETS-Lindgren, L.P.  |  |  |  |
| Michael Foegelle   | Internal Address:  |  |  |  |
| Additional name(s) of conveying party(ies) attached? Yes X I                     | No   |  |  |  |
| 3. Nature of conveyance/Execution Date(s):                                       | Street Address: 1301 Arrow Point Drive                                   |  |  |  |
| Execution Date(s)6/8/2010  | _  |  |  |  |
| X Assignment Merger  |  |  |  |  |
| Security Agreement Change of Name  | City: <u>Cedar Park</u>  |  |  |  |
| Joint Research Agreement   | State:Texas  |  |  |  |
| Government Interest Assignment   |  |  |  |  |
| Executive Order 9424, Confirmatory License                                       | Country: USA Zip78613  |  |  |  |
| Other  | Additional name(s) & address(es) attached? Yes No                        |  |  |  |
| 4. Application or patent number(s):  | is document is b <del>eing filed together with a new appl</del> ication. |  |  |  |
| A. Patent Application No.(s)   | B. Patent ND SECE IVED   |  |  |  |
| 12/773,473 Additional numbers  | JUL - 1 2010   |  |  |  |
| 5. Name and address to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: 1                  |  |  |  |
| Name Patrick Stellitano  | 7. Total fee (37 CFR 1.21(h) & 3.41) \$40                                |  |  |  |
| Internal Address:  | 7. Total loc (67 57 K 1.2 Kin) & 5.4 T) \$\square{\pi_{\text{30}}}\$     |  |  |  |
|  | Authorized to be charged to deposit account                              |  |  |  |
| Ctreet Address:2003 Invides De   | X Enclosed   |  |  |  |
| Street Address: 2803 Inridge Dr.   | None required (government interest not affecting title)                  |  |  |  |
| City: Austin   | 8. Payment Information   |  |  |  |
| State:Tx Zip:78745   | _  |  |  |  |
| Phone Number 512-899-8038  | Deposit Accounte Nutrition 98888836 12773473                             |  |  |  |
| Fax Number: 512-535-7413   | 01 FC: 8021 49.00 0P  Authorized User Name Patrick Stellitano            |  |  |  |
| Email Address: ostellitano@austin.rr.com   | Authorized User Name Patrick Stellitano                                  |  |  |  |
| 9. Signature:  | 6/24/2010  |  |  |  |
| Signature  | Date   |  |  |  |
| Patrick Stellitano   | Total number of pages including cover sheet, attachments, and documents: |  |  |  |
| Name of Person Signing   | SHOOL, ALLACHMOND, WING COST   |  |  |  |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## **ASSIGNMENT**

This Assignment is executed on the date given below by:

Foegelle, Michael (hereinafter called "Assignor)

an individual residing at

1704 Juniper Ridge Loop, Cedar Park, TX 78613

WHEREAS, Assignor is the owner or inventor of certain new and useful inventions described in patent application: Serial No. 12/773,473 Filed on: 04 MAY 2010, and entitled: SYSTEMS AND METHODS FOR SIMULATING A MULTIPATH RADIO FREQUENCY ENVIRONMENT

(hereinafter called "Invention"); and

WHEREAS,

E.T.S. Lindgren, L.P., (hereinafter called "Assignee") (Name of corporation)

is a corporation having its principal place of business at

1301 Arrow Point Drive, Cedar Park, TX, 78613, desires to acquire and (Address)

Assignor desires to assign to Assignee all right, title and interest in and to said Invention, and all improvements, patents and patent applications on said Invention; and

NOW, THEREFORE, Assignor, for and in consideration of Ten dollars, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration does hereby SELL, ASSIGN and CONVEY unto ASSIGNEE all right, title and interest throughout the world in and to:

- 1. The Invention;
- 2. All applications for patent or like protection on the Invention that have now or may in the future be made by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 3. All patents and like protection that have now been or may in the future be granted on the Invention to Assignor or his legal representatives, whether in the United States of America or in any other place anywhere in the world;
- 4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws or statutes;
- 5. All rights of action on account of past, present and future unauthorized use of the Invention and for infringement of the patents and like protection;
- 6. The right of the Assignee to file in its name applications for patents and like protection for the Invention in the United States and in any country or countries foreign to the United States;

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- 7. All international rights or priority associated with the Invention, applications for patents, patents and like protection; and
- 8. All technical information, improvements, trade secrets and know-how whether or not patented or copyrighted pertaining to said Invention.

Assignor warrants that he is not aware of anything that would affect the validity or enforceability of any patent rights or like protection on the Invention that have now been or may in the future be granted on the Invention to the Assignor, Assignee or their legal representatives, whether in the United States of America or any other country or place anywhere in the world. Assignor also warrants that he has the unencumbered right to enter this agreement and to grant the assignment made the subject hereof, and particularly warrants that his claimed title to the Invention is entirely his own without liens or encumbrances whatsoever.

Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. Assignor further covenants that Assignor, his heirs, legal representatives, assigns, administrators and executors will not contest the validity or enforceability of any patent rights and like protection that have now been or may in the future be granted on the Invention to the Assignor, Assignee or their legal representatives, whether in the United States of America or any other country or place anywhere in the world.

This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

| Date: | 6 | <br>8 | <u>د</u> ۔ | 0 | 10 |  |
|-------|---|-------|------------|---|----|--|
|       |   |       |            |   |    |  |

By: Dr. Michael D. Jagelly

THE STATE OF TEXAS

COUNTY OF TRAVIS Williams of

RECORDED: 07/01/2010

This instrument was acknowledged by tomos F. Wilson on this 11th

Notary Public in and for the State of Texas

My commission expires: 9 79 7010

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