

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Avvenu Inc.	03/11/2009
Nokia Inc.	03/11/2009

RECEIVING PARTY DATA

Name:	Nokia Corporation
Street Address:	Keilalahdentie 2-4
City:	Espoo
State/Country:	FINLAND
Postal Code:	02150

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	7139834
Application Number:	11051458
Application Number:	11388437
Application Number:	11408140
Application Number:	11435344
Application Number:	11056345
Application Number:	11219529
Application Number:	11374414
Application Number:	11835061
Application Number:	11389492
Application Number:	11374409
Application Number:	11441797
Application Number:	11441705
Application Number:	11435357

OP \$680.00 7139834

Application Number:	11700345
Application Number:	11599669
Application Number:	11852886

CORRESPONDENCE DATA

Fax Number: (703)519-9958
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7035199951
Email: pagarwal@dcpatent.com
Correspondent Name: DITTHAVONG MORI & STEINER, P.C.
Address Line 1: 918 PRINCE STREET
Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	P3635/P3685/P3687
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NAME OF SUBMITTER:	Phouphanomketh Ditthavong
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Total Attachments: 9
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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "KINETICTIDE, INC.", CHANGING ITS NAME FROM "KINETICTIDE, INC." TO "AVVENU, INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF JANUARY, A.D. 2005, AT 5:55 O'CLOCK P.M.

3109890 8100

080452517

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6536081

DATE: 04-21-08

PATENT
REEL: 024651 FRAME: 0905

**CERTIFICATE OF AMENDMENT OF
RESTATED CERTIFICATE OF INCORPORATION
OF KINETICTIDE, INC.**

(Pursuant to Section 242 of the General Corporation Law of the State of Delaware)

The undersigned, pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify and set forth as follows:

FIRST: That the name of the corporation is KineticTide, Inc.

SECOND: That the date on which the Certificate of Incorporation of this corporation was originally filed with the Secretary of State of the State of Delaware is October 12, 1999 under the name Eyefrog.com, Inc.

THIRD: That by unanimous written consent the Board of Directors of this corporation adopted a resolution setting forth a proposed amendment to the Restated Certificate of Incorporation of this corporation, declaring said amendment to be advisable and in the best interests of this corporation, which resolution is substantially as follows:

NOW, THEREFORE, BE IT RESOLVED, that Article I of the Restated Certificate of Incorporation of the Company be amended to read in its entirety as follows:

"The name of this corporation is Avvenu, Inc."

FOURTH: That thereafter said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware by written consent of the stockholders holding the requisite number of shares required by statute given in accordance with and pursuant to Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment of Restated Certificate of Incorporation as of the 5th day of January, 2005.

By: /s/ Keith Barraclough
Keith Barraclough,
Chief Executive Officer

By: /s/ Jonathan J. Noble
Jonathan J. Noble,
Secretary

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") made as of March 11, 2009 at 12:00 EET (the "Effective Date"), by Avvenu, Inc., a Delaware corporation with registered offices at Legal Services, 6021 Connection Drive, Irving, TX 75039 and Nokia Inc., a Delaware corporation with registered offices at 102 Corporate Park Drive, White Plains, NY 10604 (each an "Assignor" or together the "Assignors") and Nokia Corporation, a company registered in Finland with registered offices at Keilalahdentie 2-4, 02150 Espoo, Finland ("Assignee").

RECITALS:

WHEREAS, each of the Assignors is indirectly a wholly-owned subsidiary of the Assignee;

WHEREAS, the Assignors and the Assignee desire to enter into this Agreement to transfer and assign the "Transferred Assets" (as defined below); and

WHEREAS, in connection with entering into this Agreement, the Assignors desire to transfer the Transferred Assets to the Assignee with effect from the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Transfer and Assignment. Each of the Assignors hereby transfers, sells, assigns, grants and conveys (the "Transfer") to the Assignee, its successors and assigns, all of the respective Assignor's right, title and interest in and to any and all intellectual property and related rights of the Assignors, including but not limited to the assets specified in Annex 1 attached hereto and any extensions or renewals or rights to any extensions or renewals that may exist now or in the future (collectively the "Transferred Assets").

The right, title and interest to the Transferred Assets shall transfer to the Assignee on the Effective Date.

2. Grant Back License. If either of the Assignor whether by reason of its contractual obligations towards third parties or for its own operations, or otherwise, needs a license to use the Transferred Assets, the Assignee hereby grants a non-exclusive license to use the applicable Transferred Assets in the manner and to the extent necessary for the Assignor to fulfill its obligations. Assignee's compensation for such license shall be the difference between the price that Assignee charges its customers and the transfer price. The level of the transfer price is controlled by the Assignee so that the Assignors receive an arm's length compensation to be evaluated on the operating profit level.

3. Purchase Price. The aggregate purchase price for the Transferred Assets will be \$1,710,000.00 USD (One Million Seven Hundred Ten Thousand USD) (the "Purchase Price"). The Assignee shall pay the Purchase Price upon demand by the Assignors. Pending such payment, interest shall not accrue on the Purchase Price.

4. Acceptance. The Assignee hereby accepts the transfer and assignment of the Transferred Assets.

5. Liabilities. The Assignee shall not be obligated to assume, nor does it assume pursuant hereto, any liability or obligation of the Assignors relating to the Transferred Assets, which liabilities and obligations remain the obligations of and are retained by the Assignors. Each of the Assignors agrees to, and hereby covenants to the Assignee that it will when due, satisfy all of its liabilities or obligations.

6. Third Party Consents. In the event that the Assignors have not obtained any required consent or approval in connection with any contract, lease, license, commitment, purchase or sale order or any other agreement included in the Transferred Assets (collectively, the "Transferred Agreements"):

(a) the Assignors and the Assignee shall cooperate and use commercially reasonable efforts during the term of such Transferred Agreement to provide the economic and operational equivalent of an assignment and assumption of such Transferred Agreement as provided herein; and

(b) the Assignors shall (until such consent or approval shall have been obtained or inability remedied) hold such Transferred Assets upon trust for and for the benefit of the Assignee absolutely.

7. Power of Attorney. The Assignors hereby constitutes and appoints the Assignee and its successors and assigns, the true and lawful attorney of the Assignors with full power of substitution, in the name of the Assignee or in the name of the Assignors, on behalf of and for the benefit of the Assignee, where appropriate, (a) to collect all accounts and notes receivable being sold, transferred, conveyed and assigned to the Assignee as provided in this Agreement, (b) to endorse all recordation, registrations and certificates of title with respect to all properties that constitute Transferred Assets for the purpose of transferring such recordation, registrations and certificates to the Assignee and (c) to endorse, without recourse, all checks, notes and other instruments and documents constituting or relating to the Transferred Assets. The foregoing powers are coupled with an interest and shall be irrevocable by the Assignors, directly or indirectly, whether by the dissolution of the Assignors or in any manner or for any reason.

8. Further Assurances. The Assignors shall pay or deliver to the Assignee promptly any amounts or items which shall be received by it after the date hereof which constitute Transferred Assets. The Assignors shall, at their expense, at any time and from time to time after the date hereof, upon the reasonable request of the Assignee, do, execute, acknowledge, deliver and file, or cause to be done, executed, acknowledged, delivered or filed, all such further acts, transfers, conveyances, assignments or assurances as may reasonably be requested for better selling, transferring, assigning, conveying and assuring to the Assignee, or for aiding and assisting in the collection of or reducing to possession by the Assignee, any of the Transferred Assets.

9. R & D Services. Research and development services shall be governed by the Research and Development Services Agreement between Nokia Corporation and Nokia Inc. with an effective date of January 1, 2004.

10. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, legal representatives and assigns.

11. Amendment. No amendment to this Agreement shall be binding on either of the parties to this Agreement unless such amendment is in writing and executed by both parties hereto.

12. Waiver. No failure to exercise and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege granted under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

13. VAT. Assignors shall not charge Assignee any value added tax, sales tax or similar tax. Any value added tax due in Finland according to the Finnish reverse charge rule is accounted for and reported to the Finnish tax authorities by Assignee.


14. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of Finland and the parties agree to submit to the non exclusive jurisdiction of the Finnish Courts as regards to any claim or matter arising in relation to this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

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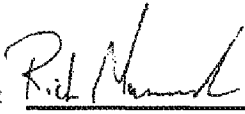
IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement has been executed as of the Effective Date.

ASSIGNOR:

By: 
Name: Rick MARNICK
Title: TAX Director, NOKIA INC.

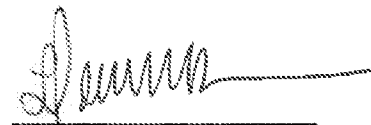
By: _____
Name:
Title:

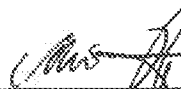
ASSIGNOR:

By: 
Name: Rick MARNICK
Title: ASST. Secretary, AVENU

By: _____
Name:
Title:

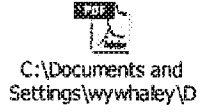
ASSIGNEE:

By: 
Name: Hannu Mustonen
Head of Tax
Title: Nokia Corporation

By: 
Name: Mari Tyster
Title: Corporate Legal Counsel



ANNEX 1



CR PACKET NO.	APPLICATION TITLE	GENERAL NO. /	FILE DATE /	STATUS	OPERATORS	CRASHES/RESTARTED RECORDS	COMMENTS/DEPENDENT ITEMS
EVER-0000A	DATA ROUTING MONITORING AND MANAGEMENT	7135.004	4/19/2001	Up for maintenance from May 21, 2001	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0001	DATA ROUTING MONITORING AND MANAGEMENT	11651.039	5/25/2005	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0002	DATA ROUTING MONITORING AND MANAGEMENT	11658.037	5/25/2005	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0003	DATA ROUTING MONITORING AND MANAGEMENT	11668.146	4/20/2005	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0004	NETWORK-BASED DATA STORAGE AND RECOVERY	11655.044	5/19/2005	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0005	NETWORK-DETERMINED DATA ROUTING	11662.045	2/11/2005	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0006	NETWORK-CONTROLLED DATA ROUTING	671868.8	8/11/2007	Removed from February 18, 2008	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0007	DATA COMMUNICATION WITH REMOTE NETWORK NODE	11619.019	5/22/2005	Offis. Action received on September 1, 2007. Awaiting second Office Action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0008	DATA COMMUNICATION WITH REMOTE NETWORK NODE	671868.8	5/22/2005	Offis. Action received on September 1, 2007. Awaiting second Office Action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0009	DATA COMMUNICATION WITH REMOTE NETWORK NODE	11619.019	5/22/2005	National temporary entry date March 1, 2008. Awaiting first communication action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0010	DATA COMMUNICATION WITH REMOTE NETWORK NODE	60831.015	8/11/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0011	COHERENT ROUTING WITH RESULTS MANAGEMENT	11622.061	5/17/2005	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0012	DATA ROUTING AND MANAGEMENT WITH PROVISIONED SELECTIVITY	11688.102	10/27/2004	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0013	PROXIMAL AND CONJUGATE DATA ACCESS METHODS	11674.103	3/13/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0014	COMMUNICATIONS AND TRANSLATION WITH PROXIMAL AND CONJUGATE NETWORKS	11687.107	4/22/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0015	COMMUNICATIONS AND TRANSLATION WITH PROXIMAL AND CONJUGATE NETWORKS	671868.8	4/19/2007	National temporary entry date December 20, 2007. Awaiting first communication action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0016	REMOTE-BASED SEARCHING WITH LOCAL DATA SOURCES	11644.107	5/26/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0017	DATA ROUTING MONITORING AND MANAGEMENT	11644.105	5/26/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0018	DATA-BASED CACHING FOR PACKET-BASED DATA TRANSMISSION	11642.107	5/19/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0019	RULE-BASED CACHING FOR PACKET-BASED DATA TRANSMISSION	671868.8	5/19/2007	National temporary entry date January 12, 2008. Awaiting first communication action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0020	LOCALIZATION-BASED REMOTE MEDIA ACCESS VIA MOBILE DEVICE	671868.8	1/15/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000
EVER-0021	REMOTE ACCESS TO SHARED MEDIA	671868.8	9/11/2006	Awaiting for maintenance action.	Agent: Stephen James Houghton	Agent: CapChill, Bing Server, US Server, Media Gateway, Agent Gateway, ControlServer, ControlServer, Reporting System, MediaServer, Server	US Pat. 6,111,000

CM Docket No.	Application Title	Serial No. / Revised Patent No.	File Date / Revised Date	Status	Inventors	Current Relationship	Priority / Separation Type
EYES 0228A	REMOTE ACCESS TO SHARED MEDIA	114152, 186	01/12/09	Awaiting for substantive action.	Kenn Bambergh, David Inaba	Agent, California, US Patent, Attorney General, Cable Street, Copenhagen, Kingdom of Denmark	02/02/09, 02/02/09, 02/02/09
EYES 0247A	SERVICE CLASSIFICATION FOR MEDIA DELIVERY	117702, 185	12/12/09	Awaiting first examination action.	Kenn Bambergh, David Inaba	Agent, Attorney General, Media Gateway, Media Client	02/02/09, 02/02/09, 02/02/09