

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jeffrey mikan</td> <td>12/07/2006</td> </tr> <tr> <td>Justin McNamara</td> <td>12/06/2006</td> </tr> <tr> <td>Fulvio Cenciarelli</td> <td>12/07/2006</td> </tr> <tr> <td>Anastasios L. Kefalas</td> <td>12/06/2006</td> </tr> <tr> <td>John E. Lewis</td> <td>12/06/2006</td> </tr> </tbody> </table>		Name	Execution Date	Jeffrey mikan	12/07/2006	Justin McNamara	12/06/2006	Fulvio Cenciarelli	12/07/2006	Anastasios L. Kefalas	12/06/2006	John E. Lewis	12/06/2006
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Cingular Wireless II, LLC</td> </tr> <tr> <td>Street Address:</td> <td>5565 Glenridge Connector</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1700</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30342</td> </tr> </table>		Name:	Cingular Wireless II, LLC	Street Address:	5565 Glenridge Connector	Internal Address:	Suite 1700	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30342
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (215)568-3439</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 215-564-8388</p> <p>Email: mseebaran@woodcock.com</p> <p>Correspondent Name: Woodcock Washburn LLP</p> <p>Address Line 1: 2929 Arch Street</p> <p>Address Line 2: Cira Centre, 12th Floor</p> <p>Address Line 4: Philadelphia, PENNSYLVANIA 19104</p>													
ATTORNEY DOCKET NUMBER:	ATTM-1580/C06-0183-000												

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**PATENT**  
**REEL: 024970 FRAME: 0852**

NAME OF SUBMITTER:

Melissa Seebaran

**Total Attachments: 6**

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**DOCKET NO.: CING-0964/C06-0183-000**

**PATENT**  
**Joint Inventors**  
**(Pending Application;**  
**Application No. Unknown)**

**ASSIGNMENT**

WHEREAS, we Jeffrey Mikan; Justin McNamara; Fulvio Cenciarelli; Anastasios L. Kefalas and John E. Lewis, hereinafter referred to as the assignors, residing respectively at 2910 Marymount Drive, Cumming, Georgia 30041; 2213 Parkview Lane, Atlanta, Georgia 30318; 110 Grand Avenue, Suwanee, Georgia 30024; 3650 Hamby Oaks Drive, Alpharetta, Georgia 30004 and 880 Prestonwood Drive, Lawrenceville, Georgia 30043 are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. CING-0964, entitled **FITNESS APPLICATIONS OF A WIRELESS DEVICE**; and

WHEREAS, Cingular Wireless II, LLC, hereinafter referred to as the assignee, of 5565 Glenridge Connector, Suite 1700, Atlanta, Georgia 30342, a limited liability company of Delaware, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, including the full right to sue for and collect damages for past violations of provisional rights having arisen from any publication of said application or any continuations, divisions, or renewals of or substitutes for said application. We further assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing,

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reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

We further authorize and direct our attorneys to insert below\* the application number and filing date of said application now identified as Case No. CING-0964 as soon as the same shall have been made known to them by the United States Patent Office.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

12/7/06  
Date

Jeffrey Mikan (L.S.)

STATE OF Georgia :  
COUNTY OF Gulton : SS

On this 7<sup>th</sup> day of Dec., year of 2006, before me personally came the above named Jeffrey Mikan to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Linda S. Giles  
Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires March 16, 2008

DOCKET NO.: CING-0964/C06-0183-000

PATENT  
Joint Inventors  
(Pending Application;  
Application No. Unknown)

06 Dec 06  
Date

Justin McNamara (L.S.)  
Justin McNamara

STATE OF Georgia :  
COUNTY OF Gulton : SS

On this 7<sup>th</sup> day of December, year of 2006, before me personally came the above named Justin McNamara to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Linda S. Giles  
Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires March 16, 2008

DOCKET NO.: CING-0964/C06-0183-000

PATENT  
Joint Inventors  
(Pending Application;  
Application No. Unknown)

12/7/06  
Date

Fulvio Cenciarelli (L.S.)  
Fulvio Cenciarelli

STATE OF Georgia :  
COUNTY OF Gulton : SS

On this 7<sup>th</sup> day of December, year of 2006, before me personally came the above named Fulvio Cenciarelli to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Linda S. Giles  
Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires March 16, 2008

DOCKET NO.: CING-0964/C06-0183-000

PATENT  
Joint Inventors  
(Pending Application;  
Application No. Unknown)

12-6-06  
Date

[Signature] (L.S.)  
Anastasios L. Kefalas

STATE OF Georgia :  
COUNTY OF Gulton : SS

On this 7<sup>th</sup> day of December, year of 2006, before me personally came the above named Anastasios L. Kefalas to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

[Signature]

Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires March 16, 2008

DOCKET NO.: CING-0964/C06-0183-000

PATENT  
Joint Inventors  
(Pending Application;  
Application No. Unknown)

12/7/06  
Date

John E. Lewis (L.S.)  
John E. Lewis

STATE OF Georgia :  
COUNTY OF Gulton : SS

On this 7<sup>th</sup> day of December, year of 2006, before me personally came the above named John E. Lewis to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Linda S. Giles  
Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires March 16, 2008

\*The above assignment covers Application No.  
11/615,065, filed on December 22, year of 2006

The above insertion made by me this 9th day of  
February, year of 2007.

/Christopher M. Arena/  
of WOODCOCK WASHBURN LLP  
Name: Christopher M. Arena  
Registration No. 35,429