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To the Director of the U.S. Patent and Trademark Office, or the new address(es) below

01-2-11

1. Name of conveying party(ies)

- 1. Gary John Conners
- 2. Nenad Popovic
- 3. Efrain Luke Rodriguez
- 4. Wearn-Juhn Wang

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name Sirius XM Radio Inc

Internal Address _____

Street Address 1221 Avenue of the Americas, 36th Floor

City New York

State N.Y.

Country USA Zip 10020

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 9 23.10; 10.05.10; 9 16 10; 9 29 10

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A Patent Application No (s)

12/860,184

This document is being filed together with a new application

B Patent No (s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name John E Holmes

Internal Address _____

Roylance, Abrams, Berdo & Goodman, LLP

Street Address 1300 19th Street, N.W., Suite 600

City Washington

State DC Zip 20036

Phone Number (202) 659-9076

Fax Number (202) 659-9344

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Stacey J Longanecker
Signature

Stacey J Longanecker (Reg No 33,952) (Our Ref 55838)

Name of Person Signing

11/04/2010 AMULLINS 00000023 12860184
01 10:30:21 2 November 2010
Date

Total number of pages including cover sheet, attachments, and documents

6

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, VA 22313-1450

PATENT REEL: 025301 FRAME: 0220

ASSIGNMENT

WHEREAS, We, 1) Gary John Conners; 2) Nenad Popovic; 3) Efrain Luke Rodriguez; and 4) Wearn-Juhn Wang, all citizens of the United States of America, residing respectively at 1) 33 Whipoorwill Way, Belle Mead, Somerset, N.J. 08502., 2) 31 Palmer Sq. W., Apt. C. Princeton, Mercer, N.J. 08542; 3) 12 Bank Street, Bordentown, Burlington, N.J. 08505; and 4) 11 Frost Avenue East, Edison, Middlesex, N.J. 08820 (hereinafter ASSIGNORS), have made a certain invention entitled **DOCKING UNIT AND VEHICLE POWER ADAPTER WITH FREQUENCY MODULATED AUDIO SIGNAL INJECTION FOR CONNECTING PORTABLE MEDIA PLAYER AND/OR COMMUNICATIONS DEVICE TO VEHICLE FM RADIO AND AUDIO SYSTEM FOR PLAYBACK OF DIGITAL AUDIO BROADCAST STREAM** for which we are making application for Letters Patent of the United States, which application has been filed in the U.S. Patent and Trademark Office on August 20, 2010 and assigned Serial No. 12/860,184, and which provisional patent application was filed on August 21, 2009 and has been assigned Serial No. 61/272,144; and

WHEREAS, Sirius XM Radio Inc., a corporation duly organized under the laws of the state of Delaware, located and doing business at 1221 Avenue of the Americas, 36th Floor, New York, New York 10020 (hereinafter ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention and the aforementioned application and any and all Letters Patent to be obtained on said invention and/or application;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that for good and valuable consideration paid to us by said ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, we, the ASSIGNORS, by these presents do hereby sell, assign, set over and transfer unto the said ASSIGNEE, its successors, legal representatives or assigns, the entire right, title and interest in and to the aforesaid invention in and for the United States and all countries foreign thereto; and in, to and under the aforesaid United States application and any corresponding foreign applications and any divisional, continuing, substitute or reissue applications or supplementary disclosures which may be filed on said invention in any country; and our right to file said foreign applications and claim priority under the provisions of any international treaty or convention; and any Letters Patent of the United States or any foreign country issued or granted on said invention and/or said applications;

AND WE HEREBY authorize and request the U.S. Patent and Trademark Office or other issuing authority to issue any and all patents on said invention and/or said application to said ASSIGNEE as sole assignee; and we further hereby authorize said ASSIGNEE to file and prosecute any of said foreign applications in its own name;

AND WE HEREBY covenant that we have the full right to convey the entire right, title and interest herein assigned and that we have not executed and will not execute any assignment or other instrument in conflict herewith;

AND WE HEREBY further covenant and agree to communicate to said ASSIGNEE, or its legal representatives, successors or assigns, any facts relating to said invention.

including evidence for interference purposes or other proceedings, whenever requested, and to testify in any interference or in any other legal proceeding, when requested, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective; and to perform the aforesaid communicating, executing and delivering, without any payment except expenses and to perform the aforesaid testifying for reasonable compensation; and generally to do everything possible to aid the said ASSIGNEE, its successors, legal representatives or assigns to obtain and enforce proper patent protection on and for said invention in all countries, and likewise we make these provisions binding upon our heirs, legal representatives and/or administrators.

The undersigned hereby grant the firm of Roylance, Abrams, Berdo & Goodman the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

Witness



Gary John Conners

IN WITNESS WHEREOF, I have hereunder set my hand and seal this 23rd day
of September, 2010.

Witness

Nenad Popovic

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day
of _____, 2010.

Witness

Efrain Luke Rodriguez

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day
of _____, 2010.

including evidence for interference purposes or other proceedings, whenever requested, and to testify in any interference or in any other legal proceeding, when requested, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective; and to perform the aforesaid communicating, executing and delivering, without any payment except expenses and to perform the aforesaid testifying for reasonable compensation; and generally to do everything possible to aid the said ASSIGNEE, its successors, legal representatives or assigns to obtain and enforce proper patent protection on and for said invention in all countries, and likewise we make these provisions binding upon our heirs, legal representatives and/or administrators.

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Witness

Gary John Connors

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day
of _____, 2010.

Witness



Nenad Popovic

IN WITNESS WHEREOF, I have hereunder set my hand and seal this 5th day
of October _____, 2010.

Witness

Efrain Luke Rodriguez

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day
of _____, 2010.

including evidence for interference purposes or other proceedings, whenever requested, and to testify in any interference or in any other legal proceeding, when requested, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective; and to perform the aforesaid communicating, executing and delivering, without any payment except expenses and to perform the aforesaid testifying for reasonable compensation; and generally to do everything possible to aid the said ASSIGNEE, its successors, legal representatives or assigns to obtain and enforce proper patent protection on and for said invention in all countries, and likewise we make these provisions binding upon our heirs, legal representatives and/or administrators.

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Witness

Gary John Conners

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day of _____, 2010.

Witness

Nenad Popovic

IN WITNESS WHEREOF, I have hereunder set my hand and seal this 16th day of September, 2010.


Witness

ER

Efrain/Luke Rodriguez

IN WITNESS WHEREOF, I have hereunder set my hand and seal this 16th day of September, 2010.

Witness



Wearn-Juhn Wang

IN WITNESS WHEREOF, I have hereunder set my hand and seal this 29th day
of September, 2010.