

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Leslie Harper	01/03/2011
John A. Card II	01/03/2011
RECEIVING PARTY DATA	
Name:	EchoStar Technologies LLC
Street Address:	100 Inverness Terrace East
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12977325
CORRESPONDENCE DATA	
Fax Number:	(720)293-9822
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-562-2280
Email:	sarah@setterroche.com
Correspondent Name:	Setter Roche LLP
Address Line 1:	P.O. Box 780
Address Line 4:	Erie, COLORADO 80516
ATTORNEY DOCKET NUMBER:	P2010-09-11
NAME OF SUBMITTER:	Stephen S. Roche
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

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PATENT
 REEL: 025586 FRAME: 0600

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

WHEREAS, Leslie Harper, 8430 S. Little Rock Way, #201, Highlands Ranch, Colorado 80126 and John A. Card II, 1792 Wynkoop Street #502, Denver, Colorado 80202 (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 "USER-SELECTED INTERSTITIAL MEDIA CONTENT RECORDING" filed in and/or with the United States of America on December 28, 2010, and which has been assigned Application Serial Number 12/977,325 and which is further identified by the EchoStar Docket No. set forth above (hereinafter, the "Invention"); and

WHEREAS, EchoStar Technologies L.L.C., a limited liability company organized and existing under the laws of the State of Texas and having a principal place of business of 100 Inverness Terrace East, Englewood, Colorado 80112 (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.

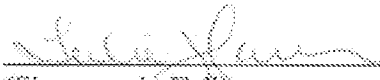
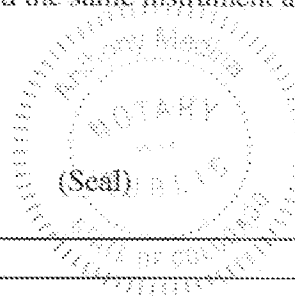
Assignor hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Assignee or its successors, assigns or nominees 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.

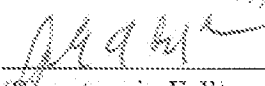
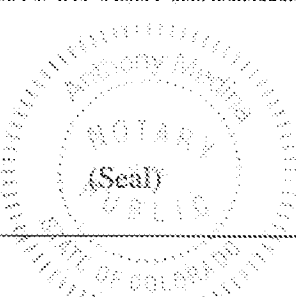
Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge the right, title and interest herein conveyed are free and clear of any encumbrance, and that Assignor has the full right to convey the same as herein expressed.

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):	<u>Leslie Harper</u> (Name)  (Signature in Full)
Citizenship: United States of America Post Office Address: 8430 S. Little Rock Way, #201, Highlands Ranch, Colorado 80126 Residence: 8430 S. Little Rock Way, #201, Highlands Ranch, Colorado 80126	
On this <u>30th</u> day of <u>January</u> , ²⁰¹¹ 2010, before me a notary public in and for the county of <u>Arapahoe</u> in the State of <u>Colorado</u> , appeared Leslie Harper, 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.	
<u>Anthony Medina</u> Notary Public My Commission Expires: <u>12/16/2013</u>  (Seal)	

Joint	
Inventor (2):	<u>John A. Card II</u> (Name)  (Signature in Full)
Citizenship: United States of America Post Office Address: 1792 Wynkoop Street #502, Denver, Colorado 80202 Residence: 1792 Wynkoop Street #502, Denver, Colorado 80202	
On this <u>30th</u> day of <u>January</u> , ²⁰¹¹ 2010, before me a notary public in and for the county of <u>Arapahoe</u> in the State of <u>Colorado</u> , appeared John A. Card II, 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.	
<u>Anthony Medina</u> Notary Public My Commission Expires: <u>12/16/2013</u>  (Seal)	