PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
Yong Sun	12/04/2006
Angelos D. Liveris	12/06/2006
Vladimir M. Stankovic	12/06/2006
Zixiang Xiong	12/05/2006

RECEIVING PARTY DATA

Name:	The Texas A&M University System
Street Address:	3369 TAMU
City:	College Station
State/Country:	TEXAS
Postal Code:	77843

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13220574

CORRESPONDENCE DATA

Fax Number: (949)760-9502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR LLP

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ATTORNEY DOCKET NUMBER:	KM0451.006C1	
NAME OF SUDMITTED.	David N. Waise	

Total Attachments: 13

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PATENT REEL: 026827 FRAME: 0277 OP \$40.00 132205/4

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PATENT REEL: 026827 FRAME: 0278

The following individuals (collectively, "Assignor"):

Yong Sun, residing at 946 Eventsten St., Apr 107, Hoffman Estates, IL 60194

Angelos D. Liveris, residing at 1000 Farrah Ln., Apt. 1513, Stafford, TX 77477,

Vladimir M. Stankovic, residing at 37 Crofters Fold, Galgate, Lancaster, LA2 ORB, Great Britain, and

Zixiang Xiong, residing at 2323 Ligustrum Flower Drive, Spring, Texas 77388,

do hereby affirm by this *Nunc Pro Tunc* Assignment that for valuable consideration they assigned, transferred, and conveyed unto The Texas A&M University System, a university with offices at Office of Technology Commercialization, 3369 TAMU, College Station, Texas 77843 ("Assignee"), on March 15, 2006, all right, title, and interest in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");
- (b) all patents and patent applications for which any of the Patents directly or indirectly forms a basis for priority;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the

Page I of 3

- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
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 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind

for past, current, and future infringement; and

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The Patents:

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First</u> Named Inventor
60/782,416	US	3/15/2006	Near-Capacity Dirty-Paper Code Design: A Source- Channel Coding Approach, Sun, et al.

Assignor represents, warrants and covenants that as of March 15, 2006:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to assign, transfer and convey the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation,

Page 2 of 3

TER ACCIONOD

the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

THE ABSIGNOR	
Signature: Swylor Name: Yong Sun	Date: 12/04/06
Signature: Name: Angelos D. Liveris	Date:
Signature: Name: Vladimir M. Stankovic	Date:
Signature: Name: Zixiang Xiong	Date:

Page 3 of 3

The following individuals (collectively,	, "Assignor"):		
Yong Sun, residing at			
16307	· WOMA CT ,	SUGAR LAND,	TX 77478
Yong Sun, residing at	ı ralı Ln., Apt. 1513,	Stafford, TX 77477,	
Vladimir M. Stankovic, residing at 37 C Britain, and	Crofters Fold, Galgat	te, Lancaster, LA2 ORB	, Great
Zixiang Xiong, residing at 2323 Ligustr	rum Flower Drive, S	pring, Texas 77388,	

- do hereby affirm by this Nunc Pro Tunc Assignment that for valuable consideration they assigned, transferred, and conveyed unto The Texas A&M University System, a university with offices at Office of Technology Commercialization, 3369 TAMU, College Station, Texas 77843 ("Assignee"), on March 15, 2006, all right, title, and interest in and to any and all of the following (collectively, the "Patent Rights"):
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Page 1 of 3

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Page 2 of 3

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THE	ASSI	GNOR
-----	------	------

Signature:	Date:
Name: Yong Sun	
Signature:	Date: 12-6-2006
Name: Angelos D. Liveris	
Signature:	Date:
Name: Vladimir M. Stankovic	
Signature:	Date:
Name: Ziviano Xiong	

Page 3 of 3

The following individuals (collectively, "Assignor"):

Yong Sun, residing at,
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Signature:	Date:
Name: Yong Sun	
Signature:	Date:
Name: Angelos D. Liveris	
Signature: Vladimin Stanković	Date: 12/06/ 2006
Name: Vladimir M. Stankovic	
Signature:	Date:
Name: Zixiang Xiong	

THE ASSIGNOR

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Yong Sun, residing at,		
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[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Mans County on December 5, 2-006.
THE ASSIGNOR
Signature:
Name: Yong Sun
Signature:
Name: Angelos D. Liveris
Signature:
Name: Vladimir M. Stankovic
Signature: Livy X-y
Name: Zixiang Xiong
STATE OF <u>Jeurs</u> § COUNTY OF <u>Brazos</u> §
On Dec. 5, 3006, before me, Mean Marshall, Notary Public in and for said State, personally appeared IXIANG XIOUG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal. N. JEAN MARSHALL MY COMMISSION EXPIRES 1, 28, 2007

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