

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brian Clarke Banister	09/06/2011
Matthias Brehler	08/16/2011
Peter Gaal	08/16/2011
Masato Kitazoe	08/16/2011
Kapil Bhattad	08/15/2011
RECEIVING PARTY DATA	
Name:	QUALCOMM Incorporated
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-1714
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13164572
CORRESPONDENCE DATA	
Fax Number:	(713)623-4846
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713 623 4844
Email:	tthomas@pattersonsheridan.com
Correspondent Name:	Patterson & Sheridan, L.L.P. Qualcomm
Address Line 1:	3040 Post Oak Blvd
Address Line 2:	Suite 1500
Address Line 4:	Houston, TEXAS 77056
ATTORNEY DOCKET NUMBER:	QUAL/102100US
NAME OF SUBMITTER:	Randol W. Read

OP \$40.00 13164572

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PATENT
REEL: 026861 FRAME: 0023

Total Attachments: 18

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ASSIGNMENT

WHEREAS, WE,

1. **Brian Clarke Banister**, a citizen of the **United States of America**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,
2. **Matthias Brehler**, a citizen of **Germany**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,
3. **Peter Gaal**, a citizen of the **United States of America**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,
4. **Masato Kitazoe**, a citizen of **Japan**, having a mailing address located at **Shin Aoyama Bldg. West, 18th Fl., 1-1-1 Minami Aoyama, Minato-ku, Tokyo 107-0062, Japan** and a resident of **Tokyo, Japan**,
5. **Kapil Bhattad**, a citizen of **India**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to **ENERGY SAVING MODE WITH MAINTAINED NUMBER OF ADVERTISED TRANSMIT ANTENNAS** (collectively the "INVENTIONS") for which WE have executed and/or may execute one or more patent applications therefor; and

WHEREAS, QUALCOMM Incorporated (hereinafter "ASSIGNEE"), a Delaware corporation, having a place of business at 5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A., desires to acquire or otherwise obtain the entire right, title, and interest in and to said INVENTIONS, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said INVENTIONS, including all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in the United States, including but not limited to U.S. Application No. **13/164,572** filed **June 20, 2011**, Docket No. **102100**, and all provisional applications relating thereto, together with U.S. Provisional Application No. **61/357,019** filed **June 21, 2010**, Docket No. **102100P1** (and do hereby authorize ASSIGNEE and its representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications,

continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

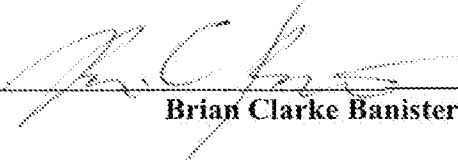
AND WE DO HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

Done at San Diego, on Sept 6, 2011 
LOCATION DATE **Brian Clarke Banister**

Done at _____, on _____
LOCATION DATE **Matthias Brehler**

Done at _____, on _____
LOCATION DATE **Peter Gaal**

Done at _____, on _____
LOCATION DATE **Masato Kitazoe**

Done at _____, on _____
LOCATION DATE **Kapil Bhattad**

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5. **Kapil Bhattad**, a citizen of **India**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to **ENERGY SAVING MODE WITH MAINTAINED NUMBER OF ADVERTISED TRANSMIT ANTENNAS** (collectively the "**INVENTIONS**") for which WE have executed and/or may execute one or more patent applications therefor; and

WHEREAS, **QUALCOMM Incorporated** (hereinafter "**ASSIGNEE**"), a Delaware corporation, having a place of business at **5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A.**, desires to acquire or otherwise obtain the entire right, title, and interest in and to said **INVENTIONS**, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto **ASSIGNEE**, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said **INVENTIONS**, including all patent applications therefor that may have been filed or may be filed hereafter for said **INVENTIONS** in the United States, including but not limited to U.S. Application No. **13/164,572** filed **June 20, 2011**, Docket No. **102100**, and all provisional applications relating thereto, together with U.S. Provisional Application No. **61/357,019** filed **June 21, 2010**, Docket No. **102100P1** (and do hereby authorize **ASSIGNEE** and its representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications,

continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

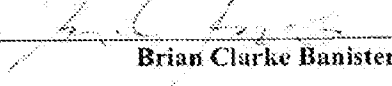
AND WE DO HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

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Done at San Diego, on Sept 6 2011 
LOCATION DATE **Brian Clarke Banister**

Done at _____, on _____
LOCATION DATE **Matthias Brehler**

Done at _____, on _____
LOCATION DATE **Peter Gaal**

Done at _____, on _____
LOCATION DATE **Masato Kitazoe**

Done at _____, on _____
LOCATION DATE **Kapil Bhattad**

ASSIGNMENT

WHEREAS, WE,

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WHEREAS, **QUALCOMM Incorporated** (hereinafter "**ASSIGNEE**"), a Delaware corporation, having a place of business at **5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A.**, desires to acquire or otherwise obtain the entire right, title, and interest in and to said **INVENTIONS**, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

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AND WE DO HEREBY authorize and request the Commissioner of Patents 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 or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

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Done at _____, on _____
LOCATION DATE **Brian Clarke Banister**

Done at Boulder, on 2011-08-16 Matthias Brehler
LOCATION DATE **Matthias Brehler**

Done at _____, on _____
LOCATION DATE **Peter Gaal**

Done at _____, on _____
LOCATION DATE **Masato Kitazoe**

Done at _____, on _____
LOCATION DATE **Kapil Bhattad**

ASSIGNMENT

WHEREAS, WE,

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have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to **ENERGY SAVING MODE WITH MAINTAINED NUMBER OF ADVERTISED TRANSMIT ANTENNAS** (collectively the "**INVENTIONS**") for which WE have executed and/or may execute one or more patent applications therefor; and

WHEREAS, **QUALCOMM Incorporated** (hereinafter "**ASSIGNEE**"), a Delaware corporation, having a place of business at **5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A.**, desires to acquire or otherwise obtain the entire right, title, and interest in and to said **INVENTIONS**, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto **ASSIGNEE**, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said **INVENTIONS**, including all patent applications therefor that may have been filed or may be filed hereafter for said **INVENTIONS** in the United States, including but not limited to U.S. Application No. **13/164,572** filed **June 20, 2011**, Docket No. **102100**, and all provisional applications relating thereto, together with U.S. Provisional Application No. **61/357,019** filed **June 21, 2010**, Docket No. **102100P1** (and do hereby authorize **ASSIGNEE** and its representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications,

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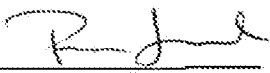
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Done at _____, on _____
LOCATION DATE **Brian Clarke Banister**

Done at _____, on _____
LOCATION DATE **Matthias Brehler**

Done at San Diego, on August 16, 2011 
LOCATION DATE **Peter Gaal**

Done at _____, on _____
LOCATION DATE **Masato Kitazoe**

Done at _____, on _____
LOCATION DATE **Kapil Bhattad**

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continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

AND WE DO HEREBY authorize and request the Commissioner of Patents 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 or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

Done at _____, on _____
LOCATION DATE Brian Clarke Banister

Done at _____, on _____
LOCATION DATE Matthias Brehler

Done at _____, on _____
LOCATION DATE Peter Gaal

Done at Tokyo, on August 16, 2011 M. Kitazoe
LOCATION DATE Masato Kitazoe

Done at _____, on _____
LOCATION DATE Kapil Bhattad

ASSIGNMENT

WHEREAS, WE,

1. **Brian Clarke Banister**, a citizen of the **United States of America**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,
2. **Matthias Brehler**, a citizen of **Germany**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,
3. **Peter Gaal**, a citizen of the **United States of America**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,
4. **Masato Kitazoe**, a citizen of **Japan**, having a mailing address located at **Shin Aoyama Bldg. West, 18th Fl., 1-1-1 Minami Aoyama, Minato-ku, Tokyo 107-0062, Japan** and a resident of **Tokyo, Japan**,
5. **Kapil Bhattad**, a citizen of **India**, having a mailing address located at **5775 Morehouse Drive, San Diego, CA 92121-1714** and a resident of **San Diego, CA**,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to **ENERGY SAVING MODE WITH MAINTAINED NUMBER OF ADVERTISED TRANSMIT ANTENNAS** (collectively the "INVENTIONS") for which WE have executed and/or may execute one or more patent applications therefor; and

WHEREAS, **QUALCOMM Incorporated** (hereinafter "ASSIGNEE"), a Delaware corporation, having a place of business at **5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A.**, desires to acquire or otherwise obtain the entire right, title, and interest in and to said INVENTIONS, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said INVENTIONS, including all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in the United States, including but not limited to U.S. Application No. **13/164,572** filed **June 20, 2011**, Docket No. **102100**, and all provisional applications relating thereto, together with U.S. Provisional Application No. **61/357,019** filed **June 21, 2010**, Docket No. **102100P1** (and do hereby authorize ASSIGNEE and its representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications,

continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

AND WE DO HEREBY authorize and request the Commissioner of Patents 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 or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

Done at _____, on _____
LOCATION DATE **Brian Clarke Banister**

Done at _____, on _____
LOCATION DATE **Matthias Brehler**

Done at _____, on _____
LOCATION DATE **Peter Gaal**

Done at _____, on _____
LOCATION DATE **Masato Kitazoe**

Done at San Diego, on 8/15/2011
LOCATION DATE **Kapil Bhattad**