

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Broadstorm Telecommunications, Inc.	08/30/2004
RECEIVING PARTY DATA	
Name:	J & K Services L.L.C.
Street Address:	9203 SE 33rd Street
City:	Mercer Island
State/Country:	WASHINGTON
Postal Code:	98040
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10534200
CORRESPONDENCE DATA	
Fax Number:	(214)855-8200
Phone:	(214) 855-7430
Email:	ddobson@fulbright.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Robert Greeson
Address Line 1:	Fulbright & Jaworski L.L.P.
Address Line 2:	2200 Ross Avenue, Suite 2800
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	68144/P020US.B/10505125
NAME OF SUBMITTER:	Robert Greeson
Total Attachments: 7 source=Broadstorm#page1.tif source=Broadstorm#page2.tif source=Broadstorm#page3.tif source=Broadstorm#page4.tif source=Broadstorm#page5.tif source=Broadstorm#page6.tif source=Broadstorm#page7.tif	

OP \$40.00 10534200

ASSIGNMENT

This Assignment is made and entered into according to the execution date below, by and between, Broadstorm Telecommunications, Inc., a California corporation ("Assignor"), having a principal place of business at 2469 152nd Redmond, WA 98052, and J & K Services L.L.C, a Washington Limited Liability corporation ("Assignee"), having a principal place of business at 9203 SE 33rd Street, Mercer Island, WA 98040, its successors, assigns and legal representatives.

WHEREAS, Assignor and Assignee are parties to that certain Foreclosure Agreement dated August 27, 2003, (the "Purchase and Sale Agreement"), pursuant to which Assignee agreed to purchase the Intellectual Property assets (as defined therein) from Assignor,

WHEREAS, Assignor is the owner of certain patent(s) and/or patent application(s) set forth in APPENDIX A (the "Patents"), and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Agreement is a condition to foreclosure (as defined in the Purchase and Sale Agreement).

NOW THEREFORE, for the consideration stated in the Purchase and Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's entire right, title and interest in and to the Patents set forth in APPENDIX A,

and all divisions, continuations, continuations-in-part, continuing practice applications and renewals thereof, and all reissues, extensions thereof, and all proceeds thereof (including but not limited to, all license royalties and proceeds of infringement suits), and all United States and foreign Letters Patents which may be granted on the applications or any corresponding applications in a country foreign to the United States (including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise),

and in any and all causes of action for past, present, and future infringement of any of the Letters Patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives,

and do hereby authorize and request any official whose duty it is to issue Letters Patents, to issue any and all Letters Patents which may be granted upon any of the said applications, to said Assignee, or its successors or assigns,

each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as exclusively, fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, use commercially reasonable efforts to take all actions and execute all documents necessary to perfect the interest of Assignee in and to the Patents.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name, and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed this 30th day of August, 2004.

J & K Services L.L.C.
(Assignee)

Broadstorm Telecommunications, Inc.
(Assignor)

John E Parkey
Signature

Vernon L. Fotheringham
Signature

Name: John E Parkey

Name: VERNON L. FOTHERINGHAM

Title: Chief Executive Officer

Title: PRESIDENT & CEO

STATE OF Washington

ss):

COUNTY OF King

This 30th day of August, 2004, before me personally came the above-named, Vernon L. Fotheringham ~~name~~ personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

John E. Parkey

Luci M. Arevalo
Notary Public Luci M. Arevalo



Commission Expires: 2-10-08

APPENDIX A

Appl. No.	Ctry.	Filed/Issued	Title	Atty. Dkt. No.
09/685,977	US	10/10/2000	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001
2002211628	AU	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001AU
2424318	CA	03/31/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001CA
01817199.0	CN	04/10/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001CN
01979694.5	EP	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001EP
2002-535271	JP	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001JP
2003-7005079	KR	04/10/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001KR

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Appl. No.	Ctry.	Filed/Issued	Title	Atty. Dkt. No.
2003/003124	MX	04/09/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001MX
525133	NZ	04/03/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001NZ
US01/31766	PCT	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001PCT
09/738,086	US	12/15/2000	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002
2431844	CA	12/13/2001	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002CA
01820696.4	CN	12/13/2001	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002CN
01986165.7	EP	07/14/2003	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002EP
2002-550683	JP	12/13/2001	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002JP
2003-7007961	KR	06/13/2003	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002KR
2003-7007961	MX	06/13/2003	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002MX
US01/48421	PCT	12/13/2001	OFDMA WITH ADAPTIVE SUBCARRIER-CLUSTER CONFIGURATION AND SELECTIVE LOADING	7147.P002PCT

09/692,681	US	10/18/2000	CHANNEL ALLOCATION IN BROADBAND ORTHOGONAL FREQUENCY-DIVISION MULTIPLE-ACCESS/SPACE- DIVISION MULTIPLE-ACCESS NETWORKS	7147.P003
US01/42716	PCT	10/11/2001	CHANNEL ALLOCATION IN BROADBAND ORTHOGONAL FREQUENCY-DIVISION MULTIPLE-ACCESS/SPACE- DIVISION MULTIPLE-ACCESS NETWORKS	7147.P003PCT
09/837,337	US	04/17/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004X
2431849	CA	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XCA
01820651.4	CN	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XCN
01992115.4- 2415	EP	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XEP (ABANDONED)
2002-550684	JP	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XJP
2003-7007962	KR	06/13/2003	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XKR
2003/005307	MX	06/13/2003	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XMX
US01/48422	PCT	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XPCT
US01/262,828	US	01/19/2001	MULTI-CARRIER COMMUNICATION WITH TIME DIVISION MULTIPLEXING AND CARRIER-SELECTIVE LOADING	7147.P005Z
10/051,348	US	01/17/2002	MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005

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				DIVISION	
				MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005CA
Corresponding to Int Appl PCT/US02/01951	CA	01/18/2002		DIVISION	
02806791.6	CN	09/18/2003		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005CN
02704230.8	EP	01/18/2002		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005EP
2002-558663	JP	07/22/2003		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005JP
2003-7009565	KR	07/18/2003		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005KR
09/802,453	US	03/09/2001		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P006
02809429.8	CN	11/05/2003		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P006CN
2002-572752	JP	03/08/2002		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P006JP
2003-7011937	KR	09/09/2003		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P006KR
US02/07111	PCT	03/08/2002		MULTI-CARRIER COMMUNICATION WITH TIME	7147.P006PCT
09/837,701	US	04/17/2001		MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007X

2431502	CA	12/13/2001	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XCA
01820652.2	CN	12/13/2001	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XCN
P 410486 EP	EP	12/13/2001	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XEP (ABANDONED)
2002-550747	JP	12/13/2001	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XJP
2003-7007963	KR	06/13/2003	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XKR
2003/005311	MX	06/13/2003	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XMX
US01/48701	PCT	12/13/2001	CONFIGURATION AND SWITCHING MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XPCT
09/898,163	US	07/02/2001	METHOD AND APPARATUS FOR ADAPTIVE CARRIER ALLOCATION AND POWER CONTROL IN MULTI-CARRIER COMMUNICATION SYSTEMS	7147.P008
PATENT US02/36030	PCT	11/07/2002	METHOD AND APPARATUS FOR ADAPTIVE CARRIER ALLOCATION AND POWER CONTROL IN MULTI-CARRIER COMMUNICATION SYSTEMS	7147.P008PCT