

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Midkiff	08/22/2006
RECEIVING PARTY DATA	
Name:	Cingular Wireless II, LLC
Street Address:	5565 Glenridge Connector
Internal Address:	Suite 1700
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13296330
CORRESPONDENCE DATA	
Fax Number:	(678)325-6605
Phone:	908-532-1991
Email:	amittons@parksiplaw.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:	AT&T Legal Department - PIP Law LLC Attn
Address Line 1:	One AT&T Way
Address Line 2:	Room 2A-207
Address Line 4:	Bedminster, NEW JERSEY 07921
ATTORNEY DOCKET NUMBER:	C05-0044-000CON
NAME OF SUBMITTER:	Adrienne D. Mittons
Total Attachments: 2 source=C05-0044-000 Assignment#page1.tif source=C05-0044-000 Assignment#page2.tif	

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PATENT  
REEL: 027226 FRAME: 0596

## ASSIGNMENT

WHEREAS I, **David Midkiff** hereafter referred to as Assignor, have invented new and useful improvements in an invention entitled "**A Short Message Service (SMS) Protocol Gateway**" for which an application for a U.S. patent was filed on August 25, 2006, and assigned Application No. 11/467,335; and

WHEREAS, **Cingular Wireless II, LLC**, a limited liability corporation of Delaware whose post office address is 5565 Glenridge Connector, Suite 1700, Atlanta, Georgia 30342 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I, as Assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention and this non-provisional application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible

Inventor: David Midkiff  
Title: A Short Message Service (SMS) Protocol Gateway  
ASSIGNMENT

to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

I hereby authorize and request Parks Knowlton LLC to insert the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22<sup>nd</sup> day of August, 2006.

  
David Midkiff

State of WASHINGTON )

County of KING )

On this 22<sup>nd</sup> day of AUGUST, 2006, before me a Notary Public in and for the above County and State, personally appeared **David Midkiff**, personally known to me, and acknowledged the execution of the foregoing assignment as his free act and deed for the purpose herein set forth.

  
Notary Public

My Commission Expires: 9/30/09

