Client Code: QRBG.005A

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

| 1. Name of conveying party(ies): (List using letters or numbers for multiple partles) Rapid Bridge LLC Additional name(s) of conveying party(ies) attached? () Yes (X) No 3. Nature of conveyance: (X) Assignment () Security Agreement | 2. Name and address of receiving party(ies): Name: QUALCOMM Incorporated Street Address: 5775 Morehouse Drive City: San Diego State: California ZIP: 92121 Additional name(s) of receiving party(ies) attached? () Yes (X) No | | |
|--|---|--|--|
| () Merger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) October 12, 2011 | 4. US or PCT Application number(s) or US Patent number(s): (X) Patent No.: 7,802,216 Issued: September 21, 2010 Additional numbers attached? () Yes (X) No | | |
| 5. Party to whom correspondence concerning document should be mailed: Customer No. 14,870 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: QRBG.005A | 6. Total number of applications and patents Involved: 1 | | |
| 7. Total fee (37 CFR 1.21(h)): \$40.00 (X) Authorized to be charged to deposit account | Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account. | | |
| 9. Statement and signature. To the best of my knowledge and belief, the foregoin is a true copy of the original document. Name of Person Signing Phillip A. Bennett | g information is true and correct, and any attached copy November 22, 2011 Date | | |
| Registration No. 60624 | er sheet, attachments and document: 6 | | |

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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Alexandria, VA 22313-1450

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ASSIGNMENT

WHEREAS, Rapid Bridge LLC, a Delaware limited liability company, having its principal place of business located at 9605 Scranton Road, Suite 150, San Diego, California (hereinafter referred to as "ASSIGNOR"), has rights to certain new and useful improvements, technology, inventions, developments, ideas or discoveries (hereinafter collectively referred to as the "Subject Matter") related to the international/U.S. applications and patents listed in Schedule A (collectively the "APPLICATIONS/PATENTS"), which is attached hereto;

AND WHEREAS, QUALCOMM Incorporated, a Delaware corporation, having its place of business at 5775 Morehouse Drive, San Diego, California (hereinafter the "ASSIGNEE"), desires to acquire and/or affirm its ownership of the entire right, title, and interest in and to the Subject Matter and APPLICATIONS/PATENTS;

AND WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement, dated June 7, 2011 (the "Purchase Agreement"), pursuant to which ASSIGNOR has agreed to sell, assign, transfer, convey, and deliver to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to certain assets, including, without limitation, the APPLICATIONS/PATENTS;

AND WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR and ASSIGNEE have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged. ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Subject Matter and APPLICATIONS/PATENTS, including all patent applications claiming priority thereto, including all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related application(s) (including national phase applications) for Letters Patent which may have been or hereafter be filed or granted in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests 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 as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument:

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of sald Subject Matter and APPLICATIONS/PATENTS before or after Issuance;

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Subject Matter or APPLICATIONS/PATENTS, and testify

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in any legal proceeding, assist in the preparation of any applications relating to the Subject Matter or APPLICATIONS/PATENTS or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Subject Matter or APPLICATIONS/PATENTS including any improvements made thereto, any patent applications and national phase applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Subject Matter and the APPLICATIONS/ PATENTS in all countries.

Page 3 of 5

| Agreed to on this 🕰 day of _ | 1) clobe , 2011. | |
|------------------------------|------------------|----|
| | | /- |
| | Rapid Bridge LLC | • |

Print Name: <u>Behnam Malek-Khosravi</u>

Title: Chief Scientific Officer

STATE OF CA

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COUNTY OF ELD DIEGO

on the before me, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature



| | | Page 4 of 5 |
|-----------------------------|-------------|-----------------------|
| Acknowledged on this day of | | , 20 |
| | | QUALCOMM Incorporated |
| | Print Name: | |

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SCHEDULE A

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