

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aether Systems, Inc.	01/13/2004
RECEIVING PARTY DATA	
Name:	TSYS Acquisition Corp.
Street Address:	275 West Street
Internal Address:	Suite 400
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13447902
CORRESPONDENCE DATA	
Fax Number:	(202)887-0336
Phone:	202.261.1020
Email:	bollman@mdslaw.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:	William H Bollman
Address Line 1:	Manelli Selter PLLC
Address Line 2:	2000 M Street, N.W. 7th Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-3307
ATTORNEY DOCKET NUMBER:	40000
NAME OF SUBMITTER:	William H. Bollman
Total Attachments: 2 source=Assignment-Aether-TSYS-40000#page1.tif source=Assignment-Aether-TSYS-40000#page2.tif	

CH \$40.00 13447902

PATENT ASSIGNMENT

This Patent Assignment is delivered pursuant to the Closing under that certain Purchase Agreement, as amended, (the "*Agreement*") dated as of December 18, 2003, between Aether Systems, Inc., as the "*Seller*", and TSYS Acquisition Corp., as the "*Purchaser*". Capitalized terms used in this Patent Assignment have the same meanings given to them in the Agreement.

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate governmental agency to indicate ownership of the Patents described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the patents and patent applications specifically listed in Annex A to this Patent Assignment; and

(b) the following properties and rights with respect to all patents and patent applications so listed in Annex A:

(1) the inventions claimed or described in the patents or applications,

(2) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Annex A,

(3) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the foregoing patents,

(4) all income, royalties, damages, and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent, and

(5) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.

The foregoing rights in and under the patents shall apply to the full end of their terms as fully as the Seller would have held the same in the absence of this assignment. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Seller to (a) receive all rights and benefits pertaining to the patents described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the patents and rights described above. This Patent Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect,

and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 12.12 of the Agreement.

The undersigned has signed this Patent Assignment on January 13, 2004.

Aether Systems, Inc.:

By: *David S. Oros*
Name: David S. Oros
Title: Chief Executive Officer

STATE OF MARYLAND
COUNTY OF Baltimore
City

On BTH before me, Patricia C. Sweeting (the undersigned notary), personally appeared David S. Oros 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 executed the same in his authorized capacity, and that by his 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.

Patricia C. Sweeting
Notary Public

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