501951325 06/11/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date	
Magnolia Broadband, Inc.	03/30/2012	

RECEIVING PARTY DATA

Name:	Google Inc.	
Street Address:	1600 Amphitheatre Parkway	
City:	Mountain View	
State/Country:	CALIFORNIA	
Postal Code:	94043	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13493645

CORRESPONDENCE DATA

 Fax Number:
 (212)684-3999

 Phone:
 212-684-3900

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 spipemo@grr.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Allen I. Rubenstein

Address Line 1: Gottlieb Rackman & Reisman, PC

Address Line 2: 270 Madison Avenue

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	8233-0023 US CON
NAME OF SUBMITTER:	Allen I. Rubenstein

Total Attachments: 3

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REEL: 028355 FRAME: 0505

ATENT

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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged and delivered by Magnolia Broadband, Inc., a Delaware company, with its principal place of business at 10 Independence Blvd Suite 130 Warren, NJ 07059 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of March 15, 2012 (the "Agreement") between Assignor, as Seller and Google Inc., a Delaware company, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"**Listed Patents**" means the provisional patent applications, patent applications, and patents listed in **Exhibit A**.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

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Assignment Of Patent Rights Pursuant to Patent Purchase Agreement of March 15, 2012

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as

of this 30th day of March 2012.

ASSIGNOR

Magnotial Broadbànd,

Namo:

Title:

NOTARIZATION MUST BE ON THIS PAGE

Subscribed and sworn to before me this 30th day of March, 2012.

NELISSA Y KRUG

Notary Public STATE OF TEXAS My Comm. Exp. 07-30-14

(Notarial Seal)

Signature:

Notary Public

Exhibit A

PCZL Ref No.	Short Title	Country	Application Date	Application No.	Registration Date	Registration No.
	VIRTUAL					
P-9215-US	DIVERSITY CONTROL PARAMETERS	United States	12-Dec-06	11/637,148		

PATENT REEL: 028355 FRAME: 0508

RECORDED: 06/11/2012