

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <tr> <th>Name</th> <th>Execution Date</th> </tr> <tr> <td>Kevin Thornberry</td> <td>05/16/2012</td> </tr> <tr> <td>Andrew Thurling</td> <td>05/16/2012</td> </tr> </table>		Name	Execution Date	Kevin Thornberry	05/16/2012	Andrew Thurling	05/16/2012						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Eldon Technology Limited</td> </tr> <tr> <td>Street Address:</td> <td>Beckside Design Centre</td> </tr> <tr> <td>Internal Address:</td> <td>Millennium Business Park, Station Road</td> </tr> <tr> <td>City:</td> <td>Steeton, Keighley</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>BD20 6QW</td> </tr> </table>		Name:	Eldon Technology Limited	Street Address:	Beckside Design Centre	Internal Address:	Millennium Business Park, Station Road	City:	Steeton, Keighley	State/Country:	UNITED KINGDOM	Postal Code:	BD20 6QW
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PROPERTY NUMBERS Total: 1													
<table border="1"> <tr> <th>Property Type</th> <th>Number</th> </tr> <tr> <td>Application Number:</td> <td>13474496</td> </tr> </table>		Property Type	Number	Application Number:	13474496								
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CORRESPONDENCE DATA													
<p>Fax Number: 2066826031</p> <p>Phone: 206-622-4900</p> <p>Email: YvetteC@SeedIP.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Jeremiah J. Baunach</p> <p>Address Line 1: 701 Fifth Avenue</p> <p>Address Line 2: Suite 5400</p> <p>Address Line 4: Seattle, WASHINGTON 98104</p>													
ATTORNEY DOCKET NUMBER:	290110.547												
NAME OF SUBMITTER:	Jeremiah J. Baunach												
<p>Total Attachments: 3</p> <p>source=290110_547_Assignment#page1.tif</p> <p>source=290110_547_Assignment#page2.tif</p> <p>source=290110_547_Assignment#page3.tif</p>													

CH \$40.00 13474496

# **ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT**

WHEREAS, [Kevin Thornberry of 1 Oakroyd Mount, Pudsey, Leeds, LS28 7QH, UK and Andrew Thurling of Edge Farm, Braithwaite Edge Road, Keighley, West Yorkshire, BD226RA, UK] (hereinafter, singularly and collectively "Assignor") has solely and/or have jointly (as appropriate) invented and/or discovered certain new and useful invention, process, machine, manufacture, or composition of matter, or any new and useful improvement in an invention (hereinafter, the "Invention") as described in an application for Letters Patent entitled ["Systems and Methods for Reducing a User's Ability to Perceive Hard Drive Noise"] filed in and/or with the [European Patent Office] on [20 May 2011], and which has been assigned Application Serial Number [EP 11166994.1] (hereinafter the "application"), and which is further identified by the EchoStar Docket No. set forth above; and

WHEREAS, [Eldon Technology Limited, a private limited company organized and existing under the laws of the United Kingdom and having a principal place of business of Becksides Design Centre, Millennium Business Park, Station Road, Steeton, Keighley, BD20 6QW, UK] (hereinafter, the "Assignee") desires to acquire all rights, title and interest in and to the Invention, including, but not limited to, all rights, title and interest in and to past, present and future damages, injunctive relief and to any and all other additional rights, title, interest, relief and/or remedies granted by any legislative, judicial, quasi-judicial, administrative or other body, or otherwise; and

WHEREAS, Assignor, to the extent they own any right, title and interest in and to the Invention are desirous of assigning any and all such rights, title and/or interest to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee and its legal representatives, successor and assigns, the entire right, title and interest, including any and all rights in and/or to past, present and future damages, injunctive relief and/or any other remedy and relief granted by a legislative, judicial, quasi-judicial or administrative body, in and to said Invention, said application, for any and all non-provisional, national, international, foreign, and regional applications corresponding and/or claiming priority thereto, any divisions, continuations, continuation-in-parts, reissues, reexaminations, renewals, and extensions thereof, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, and does request the Commissioner of Patents to issue said Letters Patent to the Assignee, consistent with the terms of this agreement.

Assignor hereby authorizes Assignee to insert in this instrument the filing date and Application Serial Number in the above fields if not already present at the time of execution of this instrument.

Assignor hereby declares that he/she is the sole inventor (if only one inventor is named herein) or an original, first and joint inventor (if plural inventors are named herein) of the Invention. UPON SAID CONSIDERATION, Assignor hereby covenants and agrees with Assignee that they will not execute any writing or do any act whatsoever conflicting with these presents, and agrees that, when requested, he/she will, without charge to Assignee but at its expense, execute such additional assignments, declarations and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all

necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the [European Patent Office], or of any and all foreign countries, on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

Assignor agrees that he/she will communicate to Assignee or its representatives any facts known to Assignor respecting said inventions within a reasonable time of discovering or coming into possession of the same.

Assignor authorizes and empowers Assignee, its successors, assigns or nominees, to make applications for patents or other form of protection for said Invention in its or their own name, or in Assignor's name, in any and all countries to invoke and claim for any application for a patent or other form of protection for said Invention filed by it or them, the benefit of the right of priority from the application provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor. Assignor hereby sells, assigns, transfers and sets over unto Assignee and its legal representatives, successor and assigns, the right to claim priority from said application, and any and all non-provisional, national, international, foreign, and regional applications corresponding and/or claiming priority thereto, any divisions, continuations, continuation-in-parts, reissues, reexaminations, renewals, and extensions thereof.

Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge the right, title and interest herein conveyed are free and clear of any encumbrance, and that Assignor has the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application.

After this Assignment has been recorded, please return it to:

Attn: Max Gratton  
DISH Network L.L.C.  
Legal Department  
9601 S. Meridian Blvd.  
Englewood, CO 80112

JOINT

Inventor (1): Kevin Thornberry  
Name of inventor

  
(Signature in Full)

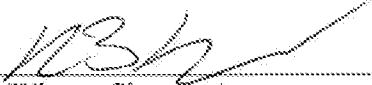
16/05/2012  
Date

Citizenship: United Kingdom

Post Office Address: 1 Oakroyd Mount, Pudsey, Leeds, LS28 7QH, UK

Residence: United Kingdom

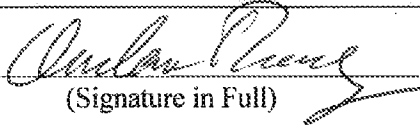
Witness: RICHARD WOOD  
Witness Name

  
(Witness Signature)

16/05/2012  
Date

JOINT

Inventor (2): Andrew Thurling  
Name of inventor

  
(Signature in Full)

11/05/2012  
Date

Citizenship: United Kingdom

Post Office Address: Edge Farm, Braithwaite Edge Road, Keighley, West Yorkshire, BD226RA, UK

Residence: United Kingdom

Witness: A. J. BLIGHT  
Witness Name

  
(Witness Signature)

16/05/2012  
Date