

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ronald R. Carney	05/17/1994
RECEIVING PARTY DATA	
Name:	Overture Systems, Inc.
Street Address:	100 Rialto Place
City:	Melbourne
State/Country:	FLORIDA
Postal Code:	32901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5697059
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	SUITE 1020
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ATTORNEY DOCKET NUMBER:	1960-2.747BS
NAME OF SUBMITTER:	David S. Lee
Total Attachments: 3 source=1960-2_ Carney to Overture Systems#page1.tif source=1960-2_ Carney to Overture Systems#page2.tif source=1960-2_ Carney to Overture Systems#page3.tif	

OP \$40.00 5697059

111033-0008

## ASSIGNMENT

Whereas I, Ronald R. Carney, who reside at 916 Flower Street, NW, Palm Bay, in the State of Florida, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled A SYSTEM FOR DYNAMICALLY ALLOCATING CHANNELS AMONG BASE STATIONS IN A WIRELESS COMMUNICATIONS SYSTEM, identified by Cesari and McKenna File No. 111033-0008, which application was executed by me on the 17th day of May, 1994; and

Whereas Overture Systems, Inc., a Delaware Corporation, whose address is 100 Rialto Place, Melbourne, FL, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent application in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or

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transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

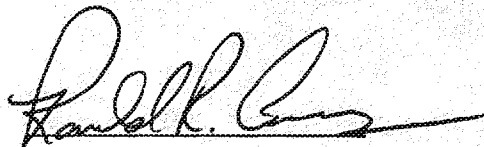
4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same Assignee without encumbrance;

5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have executed this Assignment as an instrument under seal on the dates indicated next to my name.

5/17/94

Date



Ronald R. Carney

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State of Florida       )  
                                  ) ss.  
County of Brevard     )

On this 17<sup>th</sup> day of May, 1994, before me  
appeared Ronald R. Carney, to me known and known to me to be  
the person described in and who executed the foregoing  
instrument, and he/she acknowledged the same to be his/her  
free act and deed.

Shaaron M. Fienko

Notary Public

[seal]



SHAARON M. FIENKO  
MY COMMISSION # 00260824 EXPIRES  
January 6, 1997  
BONDED THRU TROY FAIN INSURANCE, INC.

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OFFICE