

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>John Ruckart</td> <td>03/31/2009</td> </tr> <tr> <td>Robert Starr</td> <td>06/03/2005</td> </tr> </tbody> </table>		Name	Execution Date	John Ruckart	03/31/2009	Robert Starr	06/03/2005
Name	Execution Date						
John Ruckart	03/31/2009						
Robert Starr	06/03/2005						
RECEIVING PARTY DATA							
Name:	AT&T Intellectual Property I, LP						
Street Address:	675 W. Peachtree Street						
Internal Address:	Suite 4000						
City:	Atlanta						
State/Country:	GEORGIA						
Postal Code:	30375						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13601039</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13601039		
Property Type	Number						
Application Number:	13601039						
CORRESPONDENCE DATA							
Fax Number:	8475100710						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Email:	docketing@gmgip.com						
Correspondent Name:	AT&T LEGAL DEPARTMENT - GMG ATTN: PATENT						
Address Line 1:	ROOM 2A-207						
Address Line 2:	ONE AT&T WAY						
Address Line 4:	BEDMINSTER,, NEW JERSEY 07921						
ATTORNEY DOCKET NUMBER:	7785-0871-01						
NAME OF SUBMITTER:	Andrew Gust						
<p>Total Attachments: 5</p> <p>source=7785-0871-01_Assignment#page1.tif</p> <p>source=7785-0871-01_Assignment#page2.tif</p> <p>source=7785-0871-01_Assignment#page3.tif</p> <p>source=7785-0871-01_Assignment#page4.tif</p> <p>source=7785-0871-01_Assignment#page5.tif</p>							

CH \$40.00 13601039

BellSouth Employee Agreement Regarding Intellectual Property and Nonsolicitation of Employees

IN CONSIDERATION of my employment, continued employment, promotion, or job reassignment, by my Employer, and other good and valuable consideration:

- A. I hereby assign and agree to assign to my EMPLOYER, or its designee, all my right and title and interest in and to all INTELLECTUAL PROPERTY which during the period of my employment by EMPLOYER I may DEVELOP either:
 1. in the course of such employment, or
 2. with the use of time, material, private or proprietary information, or facilities of any BELLSOUTH COMPANY, or
 3. relating, at the time I DEVELOP same, to the business or research or development of any BELLSOUTH COMPANY.
- B. I will promptly disclose all INTELLECTUAL PROPERTY to my EMPLOYER and, without charge to it but at its expense, will execute a specific assignment of title to my EMPLOYER, or its designee, upon its request and will do anything else reasonably necessary to enable my EMPLOYER, or its designee, to secure a patent, copyright or other form of protection for said INTELLECTUAL PROPERTY anywhere in the world.
- C. I further agree that I will keep in confidence and will not, except as required in the conduct of the business of my EMPLOYER, or as authorized in writing on its behalf, publish, disclose or use, or authorize anyone else to publish, disclose or use during the period of my employment, and subsequent thereto, any private or proprietary information which I may in any way acquire, learn, develop or create by reasons of my employment by my EMPLOYER and that when my employment terminates, I will relinquish all documents and records containing such information to my EMPLOYER, I understand that commencing two years after my termination date, my obligation regarding confidentiality will not apply to any information which is not a trade secret under Georgia law.

I further agree that while employed by EMPLOYER, and during the two (2) year period immediately following the termination of my employment for any reason, I will neither directly nor indirectly induce or attempt to induce any employee of EMPLOYER to terminate his or her employment; provided, however, after termination of my employment, I may offer employment either on my behalf or on behalf of any other individual or entity to any employee of EMPLOYER, who, without any inducement by me, has terminated his or her employment with EMPLOYER.

- I further agree that the various provisions of this Agreement:
- E. 1. shall be interpreted in accordance with Georgia Law,
 - 2. shall be binding upon my heirs, executors, administrators and assigns, and
 - 3. shall be deemed separable from each other, and the invalidity of one provision shall not affect the validity of any other provision.

I further agree that the various provisions of this Agreement shall not be deemed to provide or imply the duration or other terms and conditions of my employment.

- G. I further agree that as used in this Agreement, "EMPLOYER" shall mean the BELLSOUTH COMPANY which employs me, and any BELLSOUTH COMPANY which may become my employer in the future; "DEVELOP" or "DEVELOPED" shall mean to make, create, develop, write or conceive; and INTELLECTUAL PROPERTY" shall include inventions, discoveries, ideas, improvements, computer or other apparatus programs and related documentation and other works of authorship, whether or not patentable, copyrightable or susceptible to other forms of protection, whether DEVELOPED during or outside of regular working hours, or solely or jointly with others.

I acknowledge that I have on this day received a copy of this Agreement.

H.

Robert J. Starr
Employee Signature
7-20-2004
Date

Robert J. Starr
Employee's Name (Print or Type)

WITNESSED BY:

[Signature]
Signature

Sam Zellner
Witness's Name (Print or Type)

White - Central File

Yellow - Personnel File

Pink - Employee Copy

PATENT
REEL: 023663 FRAME: 0128

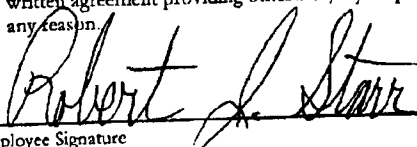
PATENT
REEL: 029500 FRAME: 0557

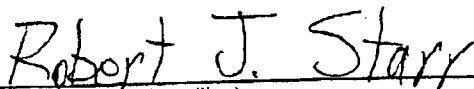
6000
6003

BellSouth Employee Agreement Regarding Intellectual Property, Confidential Information, Nonsolicitation and Return of BellSouth Materials

In consideration of my employment, continued employment, promotion, or job reassignment by BellSouth, and for other good and valuable consideration, I agree as follows:

- A. **Rights to Intellectual Property.** I hereby assign to BellSouth, or its designee, all right, title and interest in and to all Intellectual Property that I develop or have developed or create or have created, alone or in conjunction with others, during my employment with BellSouth (i) using the time, material, facilities or Confidential Information of BellSouth, or (ii) relating, at the time I develop it, to the business, research or development activities of BellSouth. Intellectual Property includes all (i) tangible and intangible work product, inventions, discoveries, developments, ideas, improvements, computer or other programs, works of authorship, business relationships and goodwill generated by me ("Work Product and Inventions"), and (ii) patents, copyrights, trademarks, trade secrets and other proprietary rights arising out of or related to the Work Product and Inventions. I will promptly disclose all Intellectual Property to BellSouth and, without charge, cost or expense to BellSouth, do anything else required by BellSouth, including providing or signing additional documentation, that is reasonably necessary to enable BellSouth, or its designee, to secure and maintain full ownership rights and protection of the Intellectual Property.
- B. **Protection and Non-Disclosure of Confidential Information.** I will not communicate, disclose or publish (electronically, in writing or orally) or use any non-public, private, proprietary or confidential information or data of or about any BellSouth Affiliate or about any customer, supplier, vendor or joint venture or business partner of any BellSouth Affiliate ("Confidential Information"), except to the extent my specific employment responsibilities require and authorize me to do so. Confidential Information includes, without limitation, all Intellectual Property of BellSouth. The obligations of this section shall apply for as long as I am employed by any BellSouth Affiliate and continue in force thereafter except to the extent that applicable law requires a shorter duration for such obligations, in which case the obligations with respect to Confidential Information that does not constitute a "trade secret" under applicable law shall terminate on the date that is two (2) years after my Termination.
- C. **Non-Solicitation of Employees.** During my employment with any BellSouth Affiliate, and for two (2) years after my Termination, I will not solicit or attempt to solicit, directly or indirectly, any employee of any BellSouth Affiliate to terminate his or her employment; provided that after my Termination this covenant shall restrict me from soliciting only those employees with whom I had material contact during the two (2) year period prior to Termination.
- D. **Return of BellSouth Property.** On or prior to Termination of my BellSouth employment, or at any time upon the specific request of any BellSouth Affiliate, I will return to BellSouth all BellSouth Property in my possession or control. "BellSouth Property" shall mean all (i) property or materials furnished to or obtained by me in the course of my employment, (ii) embodiments of Work Product and Inventions, and (iii) all items, tangible or electronic, that contain or constitute Confidential Information of any BellSouth Affiliate.
- E. **Additional Terms and Definitions.** I have read and understand this Agreement and acknowledge that it is the entire agreement between BellSouth and me with regard to its subject matter. This Agreement supersedes all prior agreements between me and BellSouth with respect to matters covered in this agreement. If this Agreement is deemed unenforceable for any reason, in whole or in part, then any prior version of this Agreement between me and BellSouth will be deemed automatically reinstated in whole or corresponding part. This Agreement is binding upon and inures to the benefit of BellSouth and me and my heirs and BellSouth's and my successors. As between me and BellSouth, only BellSouth may assign its rights or obligations under this Agreement. All amendments must be in writing and signed by BellSouth and me. BellSouth and I intend for any court construing this Agreement to partially enforce or "blue pencil" any provision that it concludes is unenforceable as drafted. The provisions of this Agreement are severable from one another. I agree that if my employment relationship moves from the BellSouth Affiliate executing this Agreement to another, this Agreement will be deemed automatically assigned to the successor BellSouth Affiliate that employs me without the need for a written amendment of this Agreement. As used in this Agreement "BellSouth" shall refer to the BellSouth Affiliate employing me at the time. I acknowledge that at any point in time I will be employed only by a single BellSouth Affiliate. "BellSouth Affiliates" are BellSouth Corporation and all subsidiary entities in which BellSouth Corporation has a direct or indirect equity interest of greater than fifty percent (50%). "Termination" is defined as the date on which I am no longer employed by any BellSouth Affiliate. This Agreement does not constitute an offer or assurance of employment or any other affiliation with any BellSouth Affiliate, and I understand that, unless I have a separate written agreement providing otherwise, my employment is at will and either BellSouth or I can terminate my employment at any time for any reason.

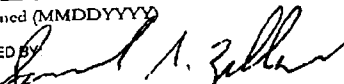

Employee Signature


Employee Name (Print or Type)

0 6 0 3 2 0 0 5
Date Signed (MMDDYYYY)

UID

Supervisor (or appropriate BellSouth Manager) Name and UID
(Print or Type)

ACCEPTED BY 
Supervisor (or appropriate BellSouth Manager) Signature

Check if employee signature was witnessed by accepting Supervisor/Manager

PRIVATE/PROPRIETARY/SECURE
No disclosure outside BellSouth except by written agreement. Must be securely stored when not in use.

PATENT

RECORDED: 12/16/2009

REEL: 023663 FRAME: 0129

PATENT
REEL: 029500 FRAME: 0558

ASSIGNMENT

WHEREAS We, **John Ruckart**, citizen of the United States of America, residing at 3059 Greenbrook Way, Atlanta, Georgia 30345; and **Robert Starr**, citizen of the United States of America, residing at 2804 Mount Olive Drive, Decatur, Georgia 30033-3028, hereafter referred to as Assignor, have invented new and useful improvements in an invention entitled **METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR TAILORING ADVERTISEMENTS TO A USER BASED ON ACTIONS TAKEN USING A PORTABLE ELECTRONIC DEVICE**, Attorney Docket No. 9400-384 (AT&T **070286**), for a full description of which reference is here made to an application for Letters Patent of the United States filed herewith; and

WHEREAS, **AT&T INTELLECTUAL PROPERTY I, L.P.**, a partnership organized and existing under the laws of the State of Nevada, having a place of business at 645 E. Plumb Lane, Reno, Nevada 89502, hereinafter called the "Assignee," desires to acquire the entire right, title and interest for the United States of America and elsewhere throughout the world in and to said invention and the patent application identified above, including any and all divisions and continuations thereof and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof.

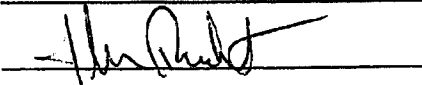
NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term and terms for all such patents.

AND said Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee to carry out the terms of this Assignment. Assignor authorizes attorney or agent to fill in the U.S. Application Serial No. above, if required.

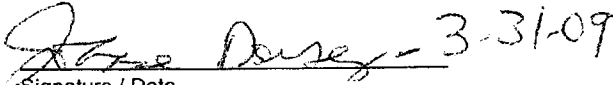
ASSIGNMENT - CONTINUED

AND said Assignor authorizes and requests the Commissioner of Patents to issue Letters Patent on said application, and on any all divisions and continuations thereof, to said Assignee, its assigns and legal representatives, in accordance with the terms of this Assignment.

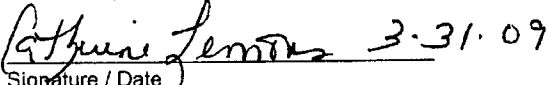
IN TESTIMONY WHEREOF, this Assignment is executed by said Assignor, on the date(s) listed below.

Name of First Inventor: John Ruckart
Signature of Inventor: 
Date: 3/31/09

Witnesses for Inventor

First Witness:  - 3-31-09
Signature / Date

Joanne Dorsey
Full Name (printed)

Second Witness:  3-31-09
Signature / Date

Catherine Lemons
Full Name (printed)

ASSIGNMENT - CONTINUED

Name of Second Inventor: **Robert Starr** _____

Signature of Inventor: _____

Date: _____

Witnesses for Inventor

First Witness: _____
Signature / Date

Full Name (printed)

Second Witness: _____
Signature / Date

Full Name (printed)