502191510 01/11/2013

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ZTE (USA) Inc.	10/01/2012

RECEIVING PARTY DATA

Name:	ZTE Corporation	
Street Address:	55 Keji Road	
Internal Address:	Hi-tech Industry Park, Nanshan District	
City:	Shenzhen	
State/Country:	CHINA	

PROPERTY NUMBERS Total: 4

Property Type	Number	
Patent Number:	7965693	
Patent Number:	7254119	
Patent Number:	7826435	
Patent Number:	7953411	

CORRESPONDENCE DATA

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REEL: 029610 FRAME: 0713

PATENT

Total Attachments: 4

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> PATENT REEL: 029610 FRAME: 0714

(1) ZTE (USA) Inc.

and

(2) ZTE Corporation

ASSIGNMENT OF PATENT RIGHTS

MANCHES

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For good and valuable consideration, \$50,000(Fifty Thousands US Dollars) the receipt of which is hereby acknowledged, ZTE (USA) Inc., a New Jersey corporation having offices at 55 Madison Ave., Suite 302, Morristown, NJ 07960 ("Assignor"), does hereby sell, assign, transfer, and convey unto ZTE Corporation, a Chinese corporation, having an address 55 Keji Road, Hi-tech Industry Park, Nanshan District, Shenzhen, China ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

Patent or Application	0	#*!!* *	Title of Patent and First
No.	Country	Filing Date	Named Inventor
7965693	US	7 August 2007	Interworking mechanism
			between wireless wide area
			network and wireless local
			area network
			James Jiang
7254119	US	28 May 2003	Interworking Mechanism
			Between CDMA2000 and
			WLAN
			''
			James Jiang
7826435	US	3 March 2007	Power Control in OFDM and
			OFDMA Wireless
			Communication Networks
			Jun Wu
7953411	US	9 June 2005	Virtual Soft Hand Over in
, , , , , , , , , , , , , , , , , , , ,		5 Julie 2005	OFDM and OFDMA Wireless
			Communication Network
			Communication Network
			Mary Chian
	<u> </u>		Mary Chion

- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority, the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents herein and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e),

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- (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
 - (1) damages,
 - (2) injunctive relief, and
 - (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

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The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.	Y
IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Richardson on 2012.	~
ASSIGNOR: ZTE (USA) Inc. By: Name: JAMES RAY WOOD Title: DIRECTOR DIE LICENSING BLUTHANDE (Signature MUST be attested)	

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of how Row Wood to the above Assignment of Patent Rights on behalf of ZTE (USA) Inc. and makes the following statements:

- I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 3. James Ray Wood subscribed to the above Assignment of Patent Rights on behalf of ZTE (USA) Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on _	Do	1	, 2012
2	M	25	
Print Name: _	- Tim	Wang	
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RECORDED: 01/11/2013