502302452 04/08/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mark Templeman	03/12/2013
Yunfeng Yang	03/12/2013

RECEIVING PARTY DATA

Name:	EchoStar Technologies L.L.C.	
Street Address:	100 Inverness Terrace East	
City:	Englewood	
State/Country:	COLORADO	
Postal Code:	80112	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13801994

CORRESPONDENCE DATA

Fax Number: 3035714321

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-571-4000

Email: Izimmerman@kilpatricktownsend.com
Correspondent Name: Kilpatrick Townsend & Stockton LLP

Address Line 1: 1400 Wewatta Street

Address Line 2: Attn: Matthew A. Hollister

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	P2012-08-15 (848978)
NAME OF SUBMITTER:	Matthew A. Hollister
Signature:	/Matthew A. Hollister/
Date:	04/08/2013

Total Attachments: 3

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> PATENT REEL: 030170 FRAME: 0091

OP \$40.00 13801994

ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT OF THE UNITED STATES OF AMERICA

JOINT INVENTORS

WHEREAS, Mark Templeman, a citizen of the United States, residing at 17045 East Carr Avenue, Parker, Colorado 80134; and Yunfeng Yang, a citizen of the People's Republic of China, residing at 20453 East Layton Avenue, Aurora, Colorado 80015, (hereinafter singularly and collectively "Assignors") have jointly 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 as described in an application for Letters Patent entitled "DYNAMIC TUNER ALLOCATION" filed in and/or with the United States Patent and Trademark Office on $\frac{\text{March } 13}{13/801,994}$, 2013, and which has been assigned Application Serial Number (hereinafter, the "Invention"); and

WHEREAS, EchoStar Technologies L.L.C., a limited liability company organized and existing under the laws of the State of Texas, United States of America and having a principal place of business of 100 Inverness Terrace East, Englewood, Colorado 80112 (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, Assignors, 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, Assignors hereby sell, assign, transfer and set over unto Assignee and its legal representatives, successor and assigns, the entire right, title and interest, including any 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.

Assignors hereby authorize 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.

Assignors hereby declare that they are the joint inventors of the Invention.

UPON SAID CONSIDERATION, Assignors hereby covenant and agree with Assignee that they will not execute any writing or do any act whatsoever conflicting with these presents, and agree

Page 1 of 3

that, when requested, without charge to Assignee but at its expense, will 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 United States, 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.

Assignors agree that they will communicate to Assignee or its representatives any facts known to Assignors respecting said inventions within a reasonable time of discovering or coming into possession of the same.

Assignors authorize and empower Assignee, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in Assignors' names, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit 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, and to invoke and claim such right of priority without further written or oral authorization from me.

Assignors hereby consent 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.

Assignors covenant with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignors' knowledge the right, title and interest herein conveyed are free and clear of any encumbrance, and that Assignors have 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 S. Gratton
EchoStar Technologies L.L.C.
100 Inverness Terrace East
Englewood, CO 80112

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JOINT			, 🐰	at the state of th
	Mark Templeman	- MASE		KIKUKU
()	(Name)	(Signature in	Full)	***************************************
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Citizenship: U	JS			
-				
Residence: 17	7045 East Carr Avenue, Parker, Colo	rado 80134		
I	ia.			
On this $\sqrt{2}$	day of March, 2013, before	me a notary pu	ablic in and for	the county of
<u> Viapal</u>	tol in the State of <i>Colora</i> .	<u>do</u> , app	peared Mark Ter	mpleman, who
	known to me to be the same per			
instrument, an	nd acknowledged that he signed, seal	is and delivered the	he saute illammi	nt as a free and
voluntary act	for the use and purposes therein set f	orth.		, ##
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Notary Public			Water Comments	7
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JOINT		\ / //	(Sept) (10)	THE PARK OF THE PA
Inventor (2):	Yunfeng Yang	1/m		3444
	(Name)	(Signature in	Full)	
Citizenship: (CN			
Residence: 20	0453 East Layton Avenue, Aurora, C	olorado 80015		
	h			
On this $\angle 2$	day of March, 2013, before	me a notary p	ablic in and for	the county of
	a in the State of <u>Color</u>			
personally kr	nown to me to be the same person	on whose name	is subscribed to	the foregoing
instrument, ar	nd acknowledged that he signed, seal for the use and purposes therein set for	is and delivered t	he same instrume	nt as a free and
voluntary act	for the use and purposes therein set f	orth.	Pry Apony Wed	1/2
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Notary Public	:	AND AND AND	VBLV ?	
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