

PATENT ASSIGNMENT COVER SHEET

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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>ANTON PROKOPENKO</td> <td>10/10/2013</td> </tr> <tr> <td>MAKSIM SHAKHMETOV</td> <td>10/10/2013</td> </tr> <tr> <td>DENIS KULIKOV</td> <td>10/10/2013</td> </tr> </tbody> </table>		Name	Execution Date	ANTON PROKOPENKO	10/10/2013	MAKSIM SHAKHMETOV	10/10/2013	DENIS KULIKOV	10/10/2013
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<table border="1"> <tr> <td>Name:</td> <td>RAWLLIN INTERNATIONAL INC.</td> </tr> <tr> <td>Street Address:</td> <td>33 PORTER ROAD, P.O. BOX 3169 PMB, 103, ROAD TOWN</td> </tr> <tr> <td>City:</td> <td>TORTOLA</td> </tr> <tr> <td>State/Country:</td> <td>BRITISH VIRGIN ISLANDS</td> </tr> </table>		Name:	RAWLLIN INTERNATIONAL INC.	Street Address:	33 PORTER ROAD, P.O. BOX 3169 PMB, 103, ROAD TOWN	City:	TORTOLA	State/Country:	BRITISH VIRGIN ISLANDS
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PROPERTY NUMBERS Total: 1									
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CORRESPONDENCE DATA									
<p>Fax Number:</p> <p>Phone: 216-696-8730</p> <p>Email: epas@thepatentattorneys.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: TUROC & WATSON, LLP</p> <p>Address Line 1: 127 PUBLIC SQUARE</p> <p>Address Line 2: 57TH FLOOR, KEY TOWER</p> <p>Address Line 4: CLEVELAND, OHIO 44114</p>									
ATTORNEY DOCKET NUMBER:	TOPP105US								
NAME OF SUBMITTER:	THOMAS E. WATSON								
Signature:	/Thomas E. Watson/								
Date:	10/15/2013								

OP \$40.00 14054707

Total Attachments: 4

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ASSIGNMENT OF PATENT RIGHTS

- (1) For good and valuable consideration, the receipt of which is hereby acknowledged, I [we], the undersigned inventor[s]:

Given Name:	Anton Prokopenko		
Residence:	Saint-Petersburg, Russian Federation	Citizenship:	Russian Federation
Mailing Address:	Kupchinskaya street 30-5-105		
	Saint-Petersburg, Russian Federation 192284		

Given Name:	Maksim Shakhmetov		
Residence:	Saint-Petersburg, Russian Federation	Citizenship:	Russian Federation
Mailing Address:	Shavrova st., 13, building 1, apt. 229		
	Saint-Petersburg, Russian Federation		

Given Name:	Denis Kulikov		
Residence:	Saint-Petersburg, Russian Federation	Citizenship:	Russian Federation
Mailing Address:	Matrosa Zhelezniaka str. 43-54		
	Saint-Petersburg, Russian Federation 197343		

hereby sell, assign, transfer, and convey unto:

Rawllin International Inc.

having a registered address at 33 Porter Road, P.O. Box 3169 PMB, 103, Road Town, Tortola, British Virgin Islands ("Assignee"), and its successors, assigns and legal representatives, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, "Patent Rights"):

The U.S. Patent Application ("Application") entitled:

BASE STATION CONDITIONS RESOURCE ADAPTATION

which was filed on _____ as

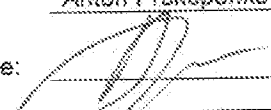
United States Application Number _____ and

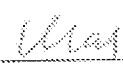
which has been executed by the undersigned prior hereto or concurrently herewith;

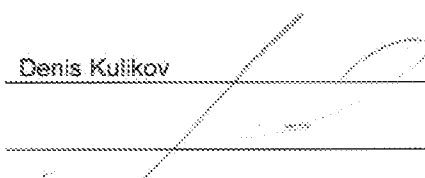
- (a) any and all patents and patent applications (i) to which the Application directly or indirectly claims priority, (ii) for which the Application directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Application;
- (b) any and all reissue applications, reexaminations, extensions, continuation applications, continuation-in-part applications, continuing prosecution applications, requests for continued examination, divisional applications, substitute applications, renewal applications, registrations, and any and all other patent applications that have been or shall be filed in the U.S. relating to any item in any of the foregoing categories (a) and (b);
- (c) any and all patents (including, without limitation, reissues, continuations, continuations in part and divisions) issuing from or relating to any of the foregoing categories (a) through (c);
- (d) any and all foreign patents, foreign patent applications, and foreign counterparts relating to any item in any of the foregoing categories (a) through (d), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) any and all items in any of the foregoing in categories (a) through (e) whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) any and all inventions, invention disclosures, improvements, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, improvements, and discoveries;
- (g) any and 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 (e) and (g), 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) any and 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 item in any of the foregoing categories (a) through (e), (g), and (h), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement; and
- (i) any and all rights to collect royalties and other payments under or on account of any item in any of the foregoing categories (a) through (e) and (g) through (i).

- (2) I [we] agree to, at the reasonable request of Assignee and without demanding any further consideration therefore, 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. Such assistance will include providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.
- (3) I [we] agree that said Assignee may apply for and receive patent or patents for said Patent Rights in its own name, and hereby authorize 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.
- (4) I [we] covenant that no assignment, grant, mortgage, license, or other agreement affecting the Patent Rights has been made to others or will be made to others, and that full right to convey the Patent Rights as herein expressed is possessed.
- (5) I [we] agree that 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 the undersigned.
- (6) Regarding governing law, this Assignment of Patent Rights shall be governed by and construed according to the contract laws of the State of Washington of the United States of America, and supersedes all prior agreements and understandings between the parties, and cannot be changed or terminated orally. Should the Parties fail to settle their disputes through bilateral negotiations within 30 (thirty) days, the disputes shall be settled in any competent court, wherever located, in the United States of America.

Inventor[s]:

Inventor's Name:	<u>Anton Prokopenko</u>	
Inventor's Signature:		Date <u>10.10.2013</u>

Inventor's Name:	<u>Maksim Shakhmetov</u>	
Inventor's Signature:		Date <u>10/10/2013</u>

Inventor's Name:	<u>Denis Kulikov</u>	
Inventor's Signature:		Date <u>19.10.2013</u>