PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 SUBMISSION TYPE:

ASSIGNMENT

NEW ASSIGNMENT

CONVEYING PARTY DATA

NATURE OF CONVEYANCE:

Name	Execution Date
JOSE TELLADO	10/10/2013
GREGORY G. RALEIGH	10/11/2013

RECEIVING PARTY DATA

Name:	HEADWATER PARTNERS II LLC
Street Address:	350 MARINE PARKWAY, SUITE 300
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94065

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14053561

CORRESPONDENCE DATA

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Correspondent Name:	LAW OFFICE OF BRIAN SHORT		
Address Line 1:	PO BOX 641867		
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ATTORNEY DOCKET NUMBER:	HWPII-1004-1	
NAME OF SUBMITTER:	BRIAN SHORT	
Signature:	/Brian Short/	
Date:	10/22/2013	

Total Attachments: 2 source=1004-1_Assignment#page1.tif source=1004-1_Assignment#page2.tif EPAS ID: PAT2585937

OP \$40.00 14053561

ASSIGNMENT OF PATENT APPLICATION

(Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

BACKHAUL ASSISTED BY USER EQUIPMENT

(Atty. Docket No.: <u>HWPII-1004-1</u>) for which I (we) have executed a non-provisional patent application for a United States Letters Patent.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We the undersigned inventor(s) hereby:

1) Sell(s), assign(s) and transfer(s) to Headwater Partners II LLC, a Delaware limited liability company having a place of business at <u>350 Marine Parkway, Suite 300, Redwood City, CA 94065</u> (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.

2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.

3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.

4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.

5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

6) Declare:

That the instant Patent Application is based upon an invention conceived and reduced to practice in whole during the course of my responsibilities at Headwater Partners II LLC, or an entity wholly acquired by Headwater Partners II LLC.

Signed on the date(s) indicated beside my (our) signature(s).

Signature: ar Jose Tellado

Signature:

Date: lo(10)13

Date:

10/11/13

Gregory G. Raleigh

RECORDED: 10/22/2013