

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2590898

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>GREGORY G. RALEIGH</td> <td>10/11/2013</td> </tr> <tr> <td>JAMES LAVINE</td> <td>10/24/2013</td> </tr> <tr> <td>ALIREZA RAISSINIA</td> <td>10/15/2013</td> </tr> </tbody> </table>		Name	Execution Date	GREGORY G. RALEIGH	10/11/2013	JAMES LAVINE	10/24/2013	ALIREZA RAISSINIA	10/15/2013		
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<table border="1"> <tr> <td>Name:</td> <td>Headwater Partners I LLC</td> </tr> <tr> <td>Street Address:</td> <td>350 Marine Parkway, Suite 300</td> </tr> <tr> <td>City:</td> <td>Redwood Shores</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94065</td> </tr> </table>		Name:	Headwater Partners I LLC	Street Address:	350 Marine Parkway, Suite 300	City:	Redwood Shores	State/Country:	CALIFORNIA	Postal Code:	94065
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CORRESPONDENCE DATA											
<p>Fax Number:</p> <p>Phone: 650-517-2791</p> <p>Email: ann.taylor@headwaterllc.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: ANN TAYLOR</p> <p>Address Line 1: 350 MARINE PARKWAY, SUITE 300</p> <p>Address Line 4: REDWOOD SHORES, CALIFORNIA 94065</p>											
ATTORNEY DOCKET NUMBER:	RALEP049										
NAME OF SUBMITTER:	ANN TAYLOR										
Signature:	/Ann Taylor/										
Date:	10/24/2013										
<p>Total Attachments: 3</p> <p>source=P049Assignment#page1.tif</p> <p>source=P049Assignment#page2.tif</p> <p>source=P049Assignment#page3.tif</p>											

CH \$40.00 13134005

PATENT

ASSIGNMENT OF PATENT APPLICATION

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

SYSTEM AND METHOD FOR WIRELESS NETWORK OFFLOADING

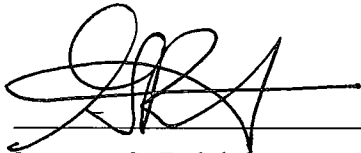
for which I (we) have executed an application for a United States Letters patent which was filed in the U.S. Patent and Trademark Office on May 25, 2011, and which bears the Application No. 13/134,005;


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 I LLC, a Delaware Limited Liability Company having a principal place of business at 350 Marine Parkway, #300, Redwood City, CA 94065 (hereinafter referred to as "Assignee"), the entire right, title, and interest in any and all improvements and inventions disclosed in, application(s) (including foreign applications) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above-referenced application and/or in any provisional application to which the above-referenced application claims priority.
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), substitute(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 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.

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

Signature:  _____ Date: 10/11/13
Gregory G. Raleigh

Signature:  _____ Date: 10/27/13
James Lavine

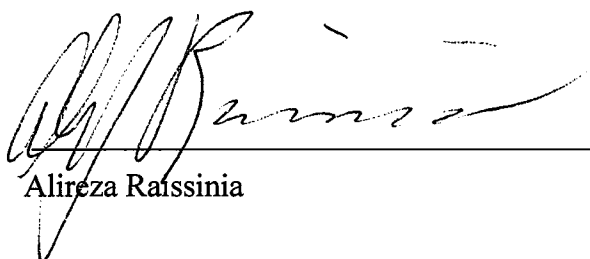
Signature: _____ Date: _____
Alireza Raissinia

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.

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

Signature: _____ Date: _____
Gregory G. Raleigh

Signature: _____ Date: _____
James Lavine

Signature:  _____ Date: Oct-15-2013
Alireza Raissinia