# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2908453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SPOTCAST COMMUNICATIONS, INC.	02/24/2001

## **RECEIVING PARTY DATA**

Name:	LEAP WIRELESS INTERNATIONAL, INC.	
Street Address:	10307 PACIFIC CENTER COURT	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	14040506	

#### **CORRESPONDENCE DATA**

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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ATTORNEY DOCKET NUMBER:	2013-CRK-016CON1/5667USC2	
NAME OF SUBMITTER:	JODI L. HARTMAN	
SIGNATURE:	/Jodi L. Hartman/	
DATE SIGNED:	06/21/2014	

# **Total Attachments: 3**

source=5667USC2 Assignment Spotcast to Leap#page1.tif source=5667USC2 Assignment Spotcast to Leap#page2.tif source=5667USC2 Assignment Spotcast to Leap#page3.tif

**PATENT** REEL: 033153 FRAME: 0494 502861855

# PROPRIETARY RIGHTS ASSIGNMENT

This Proprietary Rights Assignment ("<u>Assignment</u>") is dated as of February 24, 2001 by Spotcast Communications, Inc., a North Carolina corporation (hereinafter "ASSIGNOR") in favor of Leap Wireless International, Inc., a Delaware corporation (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the assignee/owner of the patent applications listed in the attached Schedule A (hereinafter referred to as "said inventions").

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Purchase Agreement dated February 23, 2001 (the "Purchase Agreement") pursuant to which, at the Closing, ASSIGNOR will sell, convey, transfer and assign to ASSIGNEE the entire right, title, and interest in, to, and under said inventions and in, to, and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE the full and exclusive right, title, and interest in and to said inventions in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said inventions by said applications or any continuation, division, renewal, substitute, or reissue thereof, or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including the right to recover for any and all past infringement of any Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said inventions prior to the date of this Assignment.

ASSIGNOR hereby warrants and covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further warrants and covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said applications, said inventions, and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR, and that ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said applications, said inventions, and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

PATENT REEL: 033153 FRAME: 0495 This Assignment shall be governed by the laws of the State of New York, without reference to conflict of law principles. Any failure to enforce any provision of the Assignment shall not constitute a waiver thereof or of any other provision. If any provision of this Assignment is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or limited to the extent required by applicable law and this Assignment, as so modified, shall remain enforceable in accordance with its terms.

IN WITNESS WHEREOF, we have hereunto set hand and seal.

IN WITHESS WHEREOF, we have hereumo set hand and sear.
Spotcast Communications. Inc.
Dated: 2/24/01  By: Secretary
State of:  Personally appeared, TiCHARD To belo, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.
Subscribed and sworn to before me this

# SCHEDULE A

Serial No.	Title	Filing Date
09/574,254	Computer Network Page Advertising Method	5/19/00
09/213,387	System and Method for Providing Targeting Messages Based Upon Wireless Mobile Location	12/10/98
PCT/US98/ 26420	System and Method for Providing Targeting Messages Based Upon Wireless Mobile Location	12/10/98
60/072,090	Method of Subscriber Targeting Advertising for Mobile Personal Communications Services	1/21/98
60/187,887	Subscriber Information Secret Splitting Method	3/8/00

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PATENT REEL: 033153 FRAME: 0497