

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4667480

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BILLING SERVICES GROUP NORTH AMERICA, INC.	10/26/2017
RECEIVING PARTY DATA		
Name:	BSG WIRELESS LIMITED	
Street Address:	WASING PAVILION	
Internal Address:	WASING LANE	
City:	ALDERMASTON, BERKSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	RG7 4LY	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9326118	
Application Number:	61791785	
Application Number:	15083682	
Application Number:	62435557	
CORRESPONDENCE DATA		
Fax Number:	(212)735-2000	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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Correspondent Name:	ANDREW GISH	
Address Line 1:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP	
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ATTORNEY DOCKET NUMBER:	172080/9	
NAME OF SUBMITTER:	ANDREW GISH	
SIGNATURE:	/Andrew Gish/	
DATE SIGNED:	10/31/2017	
This document serves as an Oath/Declaration (37 CFR 1.63).		

Total Attachments: 4

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Patent Assignment"), effective as of October 24, 2017 (the "Effective Date"), is by and among **Billing Services Group North America, Inc.**, a Delaware corporation, located at 7411 John Smith Drive, Suite 15, San Antonio, Texas 78229 ("Assignor"), and **BSG Wireless Limited**, a United Kingdom Company, located at Wasing Pavilion, Wasing Lane, Aldermaston, Berkshire RG7 4LY ("Assignee"), together with Assignor, the "Parties", and each individually, a "Party").

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the patents and patent applications listed on Schedule A hereto (the "Patents").

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Patents, any and all continuations, continuations-in-part, divisions, foreign counterparts, reexaminations, reissues, renewals, extensions and rights of priority thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and/or in any other jurisdiction, and together with all causes of actions, claims and demands, and all other rights to sue and recover for or rights arising from any past, present and future infringements, misappropriations and all other violations of any of the Patents, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Patents not been made.

2. Recordation. Assignor hereby requests and authorize the Commissioner of Patents and Trademarks, and any other applicable Governmental Authority, to record Assignee as the owner of the Patents, as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this Patent Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Patents.

3. Counterparts; Effectiveness. This Patent Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Patent Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Patent Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Patent Assignment.

5. Governing Law; Jurisdiction. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the United States District Court for the Western District of Texas, San Antonio Division.

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IN WITNESS WHEREOF, this Patent Assignment has been executed on behalf of the Parties on the date first written above.

ASSIGNOR:

Billing Services Group North America, Inc.

By: Bridget A. Mimiari

Name: Bridget A. Mimiari

Title: General Counsel

Date: 10-26-2017

ASSIGNEE:

BSG Wireless Limited (UK)

By: Bridget A. Mimiari

Name: Bridget A. Mimiari

Title: General Counsel

Date: 10-26-2017

SCHEDULE A**PATENTS**

Jurisdiction	Title	Status	Patent No.	App. No.	Record Owner
United States	SYSTEM AND METHOD FOR RATING, CLEARING AND SETTLEMENT OF WIRELESS ROAMING AND OFFLOADING	Issued	9,326,118	14/067,334	Billing Services Group North America, Inc.
United States	COMPUTERIZED SYSTEM AND METHOD FOR RATING WIRELESS ROAMING	Pending	N/A	15/083,682	Billing Services Group North America, Inc.
United States	SYSTEM AND METHOD FOR RATING, CLEARING AND SETTLEMENT OF WIRELESS ROAMING AND OFFLOADING	Provisional	N/A	61/791,785	Billing Services Group North America, Inc.
United States	SYSTEMS AND METHODS FOR BUILDING A WIRELESS NODE DATABASE SERVICE	Provisional	N/A	62/435,557	Billing Services Group North America, Inc.