

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made on this ____ day of _____, 2011, between Wendell Webster, the Chapter 11 Trustee for the bankruptcy estates of Ellipso, Inc., ESBH, Inc., Virtual Geosatellite, LLC, and Mobile Communications Holdings, Inc., and _____ (the "Purchaser").

RECITALS:

A. Wendell Webster (the "Trustee") is the Chapter 11 Trustee in the bankruptcy cases filed on behalf of Ellipso, Inc., Case No. 09-00148, ESBH, Inc., Case No. 10-01000, Virtual Geosatellite, LLC, Case No. 10-01001 and Mobile Communications Holdings, Inc., Case No. 10-0100 (collectively the "Debtors"), currently pending in the U.S. Bankruptcy Court for the District of Columbia (the "Court").

B. The Purchaser understands that this Agreement is subject to the approval of the Court.

C. The Purchaser wants to buy and the Trustee wants to sell certain assets of the Debtors, free and clear of all liens, claims and encumbrances, pursuant to and in accordance with the Bankruptcy Code, for an amount in cash, all as herein provided and on the terms and conditions hereinafter set forth (such transactions being referred to as the "Sale").

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, in consideration of the foregoing recitals and the mutual promises, covenants and representations herein contained, agree as follows:

1. Purchase and Sale of Assets.

a. Sale Assets. Upon the terms set forth herein the Trustee shall sell, assign, transfer, convey and deliver to Purchaser on the Closing Date (as defined below), and Purchaser shall acquire from Trustee, the assets of the Debtor identified on the attached Exhibit 1 (collectively the "Sale Assets").

b. Excluded Assets. Any assets not identified on Exhibit 1 attached hereto (the "Excluded Assets"). The Excluded Assets are not a part of the Sale.

c. Assumption of Liabilities. Except as expressly provided in writing and section 1.d. below, Purchaser shall not assume, become liable directly, indirectly, contingently or otherwise for the payment of any debts, liabilities, losses, accounts payable, bank indebtedness, mortgages or other obligations of the Debtors or its affiliates of any nature whatsoever, whether related to the Sale Assets or otherwise and such liabilities, whether the same are known or unknown, now existing or hereafter arising, of whatever nature or character, absolute, contingent, liquidated or disputed, are not being assumed by Purchaser. Purchaser shall not have any successor liability related to the Trustee or the Sale Assets.

d. Pro-rations. All current taxes, if any, shall be estimated and prorated (based upon taxes assessed for the year 2011), and the Purchaser shall be responsible for paying any taxes, including sales taxes, if any, on the Sale Assets commencing on the Closing Date and thereafter.

2. Purchase Price and Deposit.

a. Purchase Price. In consideration for the Sale Assets, on the Closing Date, Purchaser shall deliver to the Trustee the aggregate sum of \$_____ (the "Purchase Price"), which amount shall be increased or decreased by the amount of any pro-rations as set forth in Section 1.d. above.

b. Deposit. Simultaneously with the full execution and delivery of this Agreement by both parties, including all finalized Exhibits hereto (the "Execution Date"), Purchaser shall deliver into escrow with WEBSTER FREDRICKSON CORREIA & PUTH, PLLC ("Escrow Holder") a cashier's check in the amount that is equal to ten percent (10%) of the Purchase Price (the "Deposit"). Upon receipt of the Deposit, Escrow Holder shall immediately place the Deposit into its attorney trust account. Upon the issuance of a Final Approval Order, as defined in Section 4.a. hereof, approving the sale of the Sale Assets to Purchaser the Deposit shall be nonrefundable and shall be delivered to the Trustee at the Closing and credited toward payment of the Purchase Price. In addition, the Deposit shall become nonrefundable upon the occurrence of any of the following events (each of which shall be a "Purchaser Default Termination"): (i) a termination of this Agreement by Purchaser prior to the Approval Hearing (as defined in Section 4a hereof) other than as a result of a material default of this Agreement by the Trustee hereunder (which default cannot not be cured by the Closing Date), (ii) Purchaser's failure to satisfy at or prior to the Approval Hearing the covenants of Purchaser set forth in Section 8 hereof; or (iii) Purchaser's failure to close despite all of Purchaser's conditions to Closing) set forth in Section 5.b. hereof having been met. In the event of a Purchaser Default Termination, Escrow Holder shall immediately disburse the Deposit to the Trustee to be retained by the Trustee as part of the bankruptcy estate. In the event this Agreement is terminated for any reason other than a Purchaser Default Termination Escrow Holder shall promptly disburse the Deposit to Purchaser, unless otherwise agreed to by Purchaser. Any dispute between Purchaser and the Trustee with respect to this Agreement shall be subject to the exclusive jurisdiction of the Court;

3. Closing.

a. Time and Place of Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Trustee or by mail or facsimile transmission of the applicable documents, certificates and instruments required to consummate the transactions contemplated by this Agreement, or at such other place as agreed upon by the parties. The Closing shall be held no later than the second business day after the expiration of the period for appealing the Final Approval Order (as defined in Section 4.a. hereof) provided neither the Final Approval Order nor the consummation of the transactions contemplated by this Agreement have been stayed or enjoined (the "Scheduled Closing Date"). However, the parties may mutually agree to an earlier or later Closing Date and shall diligently endeavor to satisfy all conditions to the Closing. The date on which the Closing occurs is referred to herein as the "Closing Date."

b. Seller's Closing Deliveries. Subject to and conditioned upon the Closing, the Trustee shall deliver to Purchaser, on or prior to the Closing Date (unless a different date is specified below), all of the following:

- i. A copy of the Final Approval Order;
- ii. A bill of sale for the Sale Assets to be sold by the Trustee hereunder, which bill of sale shall provide that the transfer of the Sale Assets is made on an "AS-IS" and "WHERE

IS” basis, with no warranties or representations of any kind by the Trustee, the Trustee’s counsel, the Sales Agent and/or their independent contractors, affiliates, partners and employees; and

iii. All documents in the Trustee’s possession that are required to be transferred to the Purchaser by this Agreement.

c. Purchaser’s Closing Deliveries. Subject to and conditioned upon the Closing, on or prior to the Closing Date, the Purchaser shall have delivered to the Trustee all of the following:

i. A Certificate of the Secretary of State or such other appropriate governmental body of the State in which Purchaser is organized, providing that Purchaser is in good standing;

ii. A resolution of the Board of Directors or Board of Managers, as the case may be, authorizing Purchaser to enter into this Agreement and the transactions contemplated by this Agreement,

iii. A certificate of Purchaser’s President or authorized representative confirming that the representations and warranties of Purchaser contained in Section 7 hereof are true and correct as of the Closing Date in all material respects, and that all covenants and obligations to be performed by Purchaser prior to the Closing shall have been performed in all material respects; and

iv. The Purchase Price (net of the Deposit and subject to any pro-rations identified on or before Closing).

4. Bankruptcy Court Approval.

a. Bankruptcy Court’s Approval of Sale. Promptly following the execution of this Agreement by the Purchaser and Trustee,, the Trustee shall file a motion with the Bankruptcy Court (the “Sale Motion”) requesting entry of an order (the “Final Approval Order”) which (i) establishees written bidding procedures for the submission and consideration of any competing bids for the purchase of the Sale Assets; (ii) approves the sale of the Sale Assets to Purchaser if the Court determines that this Agreement constitutes the highest or otherwise best offer for the purchase of the Sale Assets and authorizes the Trustee to proceed with the Sale; and (iii) states that the Sale of the Sale Assets to Purchaser shall be free and clear of all liens, claims, interests and encumbrances whatsoever (except as expressly provided in this Agreement). Following the filing of the Sale Motion, the Trustee shall use reasonable efforts to obtain entry of the Final Approval Order. The day the Sale Motion is set for hearing shall be referred to as the “Approval Hearing.”

b. Condition Precedent to Closing. Both Purchaser’s and the Trustee’s obligations to consummate the transactions contemplated in this Agreement, shall be conditioned upon the Court’s entry of the Final Approval Order approving the sale of the Sale Assets to Purchaser as contemplated by this Agreement.

5. Conditions to Closing.

a. Conditions to Trustee’s Obligations. The Trustee’s obligation to make the deliveries required of the Trustee at the Closing Date shall be subject to the satisfaction of each of the following conditions or the Trustee’s waiver of such satisfaction.

i. All of the representations and warranties of Purchaser contained herein shall continue to be true and correct at the Closing in all material respects, all covenants and obligations to be performed by Purchaser prior to the Closing shall have been performed in all material respects.

ii. Purchaser shall have executed and delivered to the Trustee all documents reasonably requested by the Trustee to consummate the sale transaction.

iii. The Trustee shall have received the Purchase Price (net of the Deposit and subject to any pro-rations identified prior to Closing) in immediately available funds.

iv. Purchaser shall have delivered to the Trustee appropriate evidence of all necessary corporate action by the Purchaser in connection with the transactions contemplated by this Agreement.

v. No order enjoining or staying the Closing shall have been issued by a court of competent jurisdiction.

vi. The Court shall have entered the Final Approval Order (approving the Sale to Purchaser) in accordance with Section 4 hereof , on terms and conditions reasonably acceptable to the Trustee, the applicable appeal period shall have expired, and neither the Final Approval Order nor the consummation of the transactions contemplated by this Agreement shall have been stayed or enjoined as of the Closing Date.

b. Conditions to Purchaser's Obligations. Purchaser's obligation to make the deliveries required of Purchaser at the Closing shall be subject to the satisfaction of each of the following conditions or the Purchaser's waiver of such satisfaction:

i. All representations and warranties of the Trustee set forth in this Agreement shall be true and correct at the Closing Date in all material respects and all covenants and obligations to be performed by the Trustee prior to the Closing Date shall have been performed in all material respects.

ii. The Trustee shall have executed and delivered to the Purchaser the Bill of Sale and each other document reasonably requested by Purchaser to consummate the sale transaction.

iii. No order enjoining or staying the Closing shall have been issued by a court of competent jurisdiction.

iv. The Court shall have entered the Final Approval Order (approving the sale to Purchaser) in accordance with Section 4 hereof , on terms and conditions reasonably acceptable to Purchaser, the applicable appeal period shall have expired, and neither the Final Approval Order nor the consummation of the transactions contemplated by this Agreement shall have been stayed or enjoined as of the Closing Date.

6. Representations and Warranties of Trustee. The Trustee makes the following representations and warranties to Purchaser:

a. Power and Authority. The Trustee has the power and authority to enter into this Agreement, subject to the approval of the Court.

b. Good Title. To Trustee's knowledge, and except as otherwise disclosed on Exhibit 1, the Trustee has good and marketable title to the Sale Assets and has full power and authority to assign them to Purchaser as contemplated herein (subject to Court approval).

c. Condition of Assets. The Trustee makes no representations or warranty whatsoever as to the condition of the Sale Assets. Without in any way limiting the foregoing, the Trustee expressly disclaims any warranty, express or implied, of merchantability or fitness for any particular purpose as to any portion of the Sale Assets. The Sale Assets will be conveyed on an "AS-IS" and "WHERE-IS" basis and "with all faults."

7. Representations and Warranties of Purchaser.

a. Power and Authority. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of _____, and has all requisite corporate power and authority to enter into this Agreement and all other agreements contemplated hereby and to perform its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser, enforceable in accordance with its terms, subject to approval of the Court.

b. Books and Records. From and after the Closing, Purchaser shall keep and preserve all books, records, information and data transferred to Purchaser hereunder for a period of not less than one (1) year after the Closing and provide the Trustee and his successors with reasonable access thereto during normal business hours and upon reasonable notice, to the extent any or all of same is needed by the Trustee for any purpose.

c. "As is" Transaction. Purchaser hereby acknowledges and agrees that the Trustee or its Sales Agent make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Sale Assets. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation of the condition of the Sale Assets and all such other matters relating to or affecting the Sale Assets as Purchaser deemed necessary or appropriate and that in proceeding with its acquisition of the Sale Assets, except for any representations and warranties expressly set forth in Section 6 hereof e, Purchaser is doing so based solely upon such independent inspections and investigations. The Purchaser will accept the Sale Assets at the Closing "as is", "where is" and "with all faults."

8. Covenants of the Parties Prior to Closing.

a. Covenants of the Purchaser.

i. Financing. Purchaser will, on the business day immediately preceding the Approval Hearing, have sufficient funds available to timely consummate the transactions contemplated by this Agreement, and the sale will not be contingent upon borrowing funds to consummate the Agreement.

ii. Adequate Assurance. Purchaser shall reasonably cooperate with the Trustee to provide all documents, testimony and information as may be required by the Court prior to the approval of this Agreement and the transactions contemplated by this Agreement.

b. Covenants of the Trustee.

i. During the period from the date of this Agreement to the Closing Date, the Trustee agrees that he will:

(1) use good faith efforts to obtain the Final Approval Order to convey the Sale Assets free and clear of all liens, claims and encumbrances pursuant to Section 363 (1);

(2) not sell or otherwise transfer any of the Sale Assets to any person (other than ordinary course of business transactions or transactions contemplated by this Agreement) without the approval of the Court; and

(3) provide Purchaser with access to the Sale Assets including without limitation any related books and records in his possession, use his best efforts to cooperate with any reasonable requests from Purchaser for additional information, and promptly, upon Purchaser's request, provide Purchaser with access to any and all reports filed with the Court.

9. Sales, Use and Other Taxes. In the event that any taxes of any nature shall be due as a result of the transactions contemplated by this Agreement or the sale of the Sale Assets, then any sales, purchases, transfer, stamp, documentary stamp, use or other taxes or assessments of any nature which may be payable by reason of the sale of the Sale Assets under this Agreement or the transactions contemplated herein shall be borne and timely paid by Purchaser.

10. Indemnification.

a. Purchaser shall indemnify the Trustee, the Sales Consultants, and their employees, contractors, and associates and hold them harmless from and against, all damages, losses, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and litigation expenses and costs arising out of or resulting from (i) any material representation or warranty made by the Purchaser in this Agreement being untrue or incorrect; (ii) any material failure of Purchaser to observe or perform its covenants and agreements set forth in this Agreement; and (iii) any brokers' or finders' fees incurred by Purchaser.

b. The Trustee shall provide prompt notice of any claim to the Purchaser describing the claim, the amount thereof (if known or quantifiable), and the basis thereof; provided, however, that failure to give prompt notice shall bar recovery of indemnification only if and to the extent the failure to give such timely notice resulted in material prejudice to the ability of Purchaser to defend and respond to such claim.

11. Miscellaneous Provisions.

a. Notices. All notices, requests, demands or other communications which may be or are required or permitted to be served or given hereunder (in this Section collectively called "Notices") shall be in writing and shall be hand-delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, or via facsimile, to the parties hereto at the address or facsimile number listed below (provided that, for a facsimile, a copy is also sent promptly by US. mail, certified mail or overnight delivery service):

To the Trustee:

WEBSTER FREDRICKSON CORREIA & PUTH, PLLC
1775 K Street, N.W., Suite 600
Washington, D.C. 20006
202.659.8510
202.659.4082 (fax)
Attn: Wendell Webster, Esq.

With copies to:

NATIONAL COMMERCIAL AUCTIONEERS
7715 E. 111th Street South, Suite 114
Tulsa, OK 74133
Tel No. (918) 895-7078
Fax No. (918) 895-7076
Attn: Stephen Karbelk, CAI, AARE

IP AUCTIONS, INC.
348 Mill Street
Reno, NV 89501
Tel No. (775) 826-1300
Fax No. (775) 826-1322
Attn: Joe Popolo, President

To the Purchaser:

Either party may, by Notice given aforesaid, change its address for all subsequent Notices. Notices shall be deemed given on the date delivered.

b. No Modification. This Agreement may not be modified, altered or rescinded, or any rights hereunder waived, except by written agreement signed by the parties hereto, or signed by the party charged with the waiver in the case of a waiver.

c. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, beneficiaries, personal representatives, successors and assigns. There are no third party beneficiaries to this Agreement.

d. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, except that after the Closing, the Trustee may assign his rights (but if so, must also delegate his duties) to any successor-in-interest.

e. Survival. Time is of the essence for all provisions hereof. All representations, warranties and covenants shall survive Closing hereunder.

f. Further Assurances. At any time and from time to time after the Closing, upon reasonable request of the other, each party shall do, execute, acknowledge and deliver such further acts, assignments, transfers, conveyances and assurances as may be reasonably required for the more complete consummation of the transactions contemplated herein.

g. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the District of Columbia, without regard to conflicts of laws principles that would cause any other state's laws to apply.

h. Headings and Captions. The captions set forth in this Agreement are solely for the convenience of the parties hereto and shall not control or affect the meaning or construction of this Agreement.

i. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of such provision and this Agreement shall be and remain enforceable to the fullest extent permitted by law.

j. Confidentiality; Publicity. Except as may be required by law, rule or regulation or as otherwise permitted or expressly contemplated herein, neither party nor their agents or representatives shall disclose to any third party the terms of, or negotiations relating to, this Agreement without the prior consent of the other. The parties acknowledge that material terms and conditions of this Agreement will be disclosed as a result of the Motion for the Final Approval Order and publication of the Motion by the Trustee, and such disclosure and publication shall not be construed as a breach of the foregoing provision.

k. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any party so confirming.

l. Entire Agreement. This Agreement, along with the Exhibit hereto, sets forth all of the terms, agreements and representations among the parties hereto with respect to the subject matter hereof; and supersedes all prior and contemporaneous agreements and understandings.

m. Expenses. Except as may be otherwise specified herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

n. No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

o. No Consequential Damages. Under no circumstances shall any party be liable to the other for consequential damages. The Purchaser acknowledges and agrees that time is of the essence.

p. Bankruptcy Court Jurisdiction. PURCHASER AND THE TRUSTEE AGREE THAT THE COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING; TO (I) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (II) THE PROPERTY AND/OR ASSUMED LIABILITIES, AND PURCHASER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

IN WITNESS WHEREOF, the parties hereto, intended to be bound hereby, have caused this Asset Purchase Agreement to be executed on the day and year first above written.

TRUSTEE:

Name: Wendell Webster
Title: Chapter 11 Trustee
Not individually but in his capacity as Chapter 11 Trustee

PURCHASER:

Name: _____
Title: _____

LIST OF EXHIBITS

Exhibit 1	Sale Assets
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Exhibit 1

Sale Assets

- 100% Ownership Interest in Virtual Geosatellite, LLC and/or all assets of Virtual Geosatellite, LLC, including all patents, litigation and infringement actions that Virtual Geosatellite, LLC reserves the right to bring against third parties.
- 100% Ownership Interest in Airstellar, Inc., formerly known as EPH, Inc. and/or all assets of Airstellar, Inc., including all patents, litigation and infringement actions that Airstellar, Inc., reserves the right to bring against third parties.
- 100% Ownership in Mobile Communications Holdings, Inc. and/or all assets of Mobile Communications Holdings, Inc., including all patents, litigation and infringement actions that Mobile Communications Holdings, Inc. reserves the right to bring against third parties.
- 100% Ownership in ESBH, Inc. and/or all assets of ESBH, Inc., including all patents, litigation and infringement actions that ESBH, Inc. reserves the right to bring against third parties.
- 100% Ownership in Ellipso, Inc. and/or all assets of Ellipso, Inc., including all patents, litigation and infringement actions that Ellipso, Inc. reserves the right to bring against third parties. - Any stock owned in ICO Global Communications, Inc.
- Airstellar, Inc. is not currently a debtor in bankruptcy. Subject to Bankruptcy Court approval, a 100% ownership interest in Airstellar, Inc. may be conveyed in connection with the sale of Debtors' assets and/or stock to the extent that Ellipso, Inc. owns a 100% interest in Airstellar, Inc.

Alleged Owner	Patent	Title	Status	Assignment Status
ESBH, Inc.	6,766,166	Antenna Null	No maintenance fees due. <i>Next window opens July 20, 2011.</i>	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	6,597,989	Non-Geostationary Orbit Satellite Constellation for Continuous Coverage of Northern Latitudes	Maintenance Fee Due (\$1305) by July 22, 2011 (last date possible)	No assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	6,487,476	Redundant Satellite System	No maintenance fees due. Next window opens November 26, 2013.	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	6,457,678	Constellation of Elliptical Orbit Satellites with Line of Apsides Lying In or Near the Equatorial Plane	No maintenance fees due. Next window opens October 1, 2013.	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	D466,613	Telephone Booth	No maintenance fees due for design patents.	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	6,249,672	Portable Telephone	Patent Expired Due to Non-Payment of Maintenance Fees Under 37 CFR 1.362 on June 19, 2009	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	6,227,497	Adaptively Positioned Solar Array	No maintenance fees due. Next window opens May 8, 2012.	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	6,122,596	Non-Geostationary Orbit Satellite Constellation for Continuous Coverage of Northern Latitudes	No maintenance fees due. Next window opens September 19, 2011.	No assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.

ESBH, Inc.	6,102,335	Elliptical Orbit Satellite, System, and Deployment With Controllable Coverage Characteristics	No maintenance fees due. Next window opens August 15, 2011.	No assignment recorded from multiple inventors to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	5,931,417	Non-Geostationary Orbit Satellite Constellation for Continuous Coverage of Northern Latitudes Above 25 Degrees, and Its Extension to Global Coverage Tailored to the Distributions of Populated Land Masses on Earth	Maintenance Fee Due (\$2120) by August 3, 2011 (last date possible)	Assignment recorded from inventor to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH, Inc.	5,669,585	Elliptical Orbit Satellite, System, and Deployment With Controllable Coverage Characteristics	Patent Expired Due to Non-Payment of Maintenance Fees Under 37 CFR 1.362 on September 23, 2009	No assignment recorded from multiple inventors to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH	5,788,187 (wrong number provided on list)	Elliptical Orbit Satellite, System, and Deployment With Controllable Coverage Characteristics	Patent Expired Due to Non-Payment of Maintenance Fees Under 37 CFR 1.362 on August 4, 2006	Assignment recorded from multiple inventors to Mobile Communications Holdings, Inc. Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH	5,979,832	Dual Ring Array of Satellites	Patent Expired Due to Non-Payment of Maintenance Fees Under 37 CFR 1.362 on November 9, 2007	Assignment recorded from multiple inventors to Mobile Communications Holdings, Inc. to ESBH, Inc.
ESBH	6,695,260 (wrong number on list provided)	Virtually Geostationary Orbit Satellite Constellation for Continuous Preferential Coverage of Northern Latitudes	Maintenance Fee Due (\$1305) by February 24, 2012 (last date possible)	Assignment recorded from multiple inventors to Virtually Geosatellite LLC. Second assignment recorded from multiple inventors to Virtual Geosatellite LLC (same address as first assignee). Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc. No assignment recorded from Virtual Geosatellite LLC to Mobile Communications Holdings, Inc.
ESBH, Inc.	5,582,367	Elliptical Orbit Satellite, System, and Deployment With Controllable Coverage	No fees due.	Assignment recorded from multiple inventors to Mobile Communications Holdings, Inc. Assignment

		Characteristics	recorded from Mobile Communications Holdings, Inc. to ESBH, Inc.
Virtual Geosatellite LLC	7,277,673	Optimized Parameters	Assignment recorded from inventor to Virtual Geosatellite, LLC.
Virtual Geosatellite LLC (not in list provided)	U.S. Patent Application No. 11/275,566	Virtually Geostationary Satellite Array With Optimized Parameters	Assignment recorded from multiple inventors to Virtual Geosatellite, LLC.
Virtual Geosatellite LLC	6,954,613	Satellite Constellation With Common Ground Tracks System Employing Non-Geostationary Satellites in Sub-Geosynchronous Elliptical Orbits With Common Ground Tracks	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. No assignment to Virtual Geosatellite LLC from Virtual Geosatellite Holdings, Inc.
Virtual Geosatellite LLC	6,795,687	Elliptical Satellite System Emulating Characteristics of Geosynchronous Satellites During the Apogee Portion of an Elliptical Orbit	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite, LLC.
Virtual Geosatellite LLC	6,695,260 (listed twice, wrong number in one listed above)	Virtually Geostationary Satellite Array	Assignment recorded from multiple inventors to Virtually Geosatellite LLC. Second assignment recorded from multiple inventors to Virtual Geosatellite LLC (different address than first assignee). Assignment recorded from Mobile Communications Holdings, Inc. to ESBH, Inc. No assignment recorded from Virtual Geosatellite LLC to Mobile Communications Holdings, Inc.
Virtual Geosatellite LLC	6,678,519	Elliptical Satellite System Which Emulates the Characteristics of Geosynchronous Satellites	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite LLC.
			Maintenance Fee Due (\$1305) by January 13, 2012 (last date possible).
			Maintenance Fee Due (\$555) by October 3, 2011 (last date possible).
			Office Action Mailed March 16, 2011. Response must be filed by September 16, 2011 or application will go abandoned.
			No maintenance fees due. Next window opens October 11, 2012.
			No maintenance fees due. Next window opens September 21, 2012.

Virtual Geosatellite LLC	6,611,683	Elliptical Satellite System Which Emulates the Characteristics of Geosynchronous Satellites	Maintenance Fee Due (\$1305) by August 26, 2011 (last date possible) .	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite LLC.
Virtual Geosatellite LLC	6,577,864	An Elliptical Satellite System Which Emulates the Characteristics of Geosynchronous Satellites	Maintenance Fee Due (\$1305) by June 10, 2011 (last date possible) .	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite LLC.
Virtual Geosatellite LLC	6,263,188	Elliptical Satellite System Which Emulates the Characteristics of Geosynchronous Satellites	No maintenance fees due. Next window opens July 17, 2012.	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite LLC.
Virtual Geosatellite LLC	5,957,409 (wrong number in list)	Elliptical Satellite System Which Emulates the Characteristics of Geosynchronous Satellites	Maintenance Fee Due (\$2120) by September 28, 2011 (last date possible) .	No assignment from multiple inventors. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite, LLC.
Virtual Geosatellite LLC	5,845,206	Elliptical Satellite System Which Emulates the Characteristics of Geosynchronous Satellites	No fees due.	Assignment recorded from multiple inventors to Virtual Geosatellite Holdings, Inc. Assignment recorded from Virtual Geosatellite Holdings, Inc. to Virtual Geosatellite, LLC.

Total Fees Currently Due:

\$11,320