Name and address of receiving party(ies):  Ame:
ternal Address: Corporate Offices  Intellectual Property Department
Intellectual Property Department
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reet Address: 1303 E. Algonquin Road
reet Address: 1303 E. Algonquin Road
ity: Schaumburg State: IL ZIP: 60196
dditional name(s) & address(es) attached? Yes x
e execution date of the application is: May 28, 1998  B. Patent No.(s)
Yes x No
Total number of applications and patents involved: 1
Total fee (37 CFR 2.6(b)(7)):
Enclosed
x Authorized to be charged to deposit account
Deposit account number:
13-4772
attach duplicate copy of this page if paying by deposit account)
THIS SPACE
is true and correct and any attached copy is a true copy
CEY 5/28/97
Signature Date
g cover sheet, assignment, and additional documents: 4

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## ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of One Dollar to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, Mark A. Birchler of Roselle, Illinois, Lawrence J. Marturano of Mt. Prospect, Illinois, and Mark J. Marsan of Elmhurst, Illinois, have sold, assigned and transferred, and do hereby sell, assign and transfer, unto MOTOROLA, INC., a corporation of the State of Delaware, having its principal office in Schaumburg, State of Illinois, United States of America, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvement in **METHOD FOR** IMPROVING COMMUNICATION COVERAGE IN MULTI-CELL COMMUNICATION SYSTEMS USING LOCATION INFORMATION (Case No. CM03397H), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us on the dates indicated by our signature below, together with the entire right, title and interest in and to said application, and in and to Letters Patent which may be issued upon said application, and upon any division, extension, continuation or reissue thereof.

We hereby also sell, assign and transfer unto the said MOTOROLA, INC., the entire right, title and interest in and to said invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of said invention and said applications for Letters Patent in foreign countries, and we further authorize the said MOTOROLA, INC. to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the said application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to the said MOTOROLA, INC., for the sole use and behoof of said MOTOROLA, INC., its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by us had this assignment not been made, and we

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hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to the said MOTOROLA, INC.

We agree that, when requested, we will, without charge to said MOTOROLA, INC., but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said MOTOROLA, INC., its successors, assigns and legal representatives or nominees.

We covenant with said MOTOROLA, INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

MAU. ELS         5/28/98           Mark A. Birchler         DATE
(STATE OF ILLINOIS)
(COUNTY OF COOK)
I, No Anne M. PALACZ, a Notary Public in and for the County and State aforesaid, do hereby certify that the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and notarial seal this $28$ day of $MAY$ , $1998$ .
Notary Public, State of Illinois  Notary Public, State of Illinois  Wy Commission Expires 5/09/01  Notary Public

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	2/58/88
Lawrence J. Marturano	DATE
(STATE OF ILLINOIS )	
(COUNTY OF COOK )	
aforesaid, do hereby certify that the sa foregoing instrument, appeared before they signed, sealed and delivered said deed for the uses and purposes therein	
Given under my hand and notarial s	seal this $\frac{38}{}$ day of $\frac{MAY}{}$ , $1998$ .
	Notary Public
"OFFICIAL SEAL" JOANNE M. PALACZ Notary Public, State of Illinois My Commission Expires 5/09/01	
Marian	5/28 ! 98
Mark J. Marsan	DATE
Mark J. Marsan  (STATE OF ILLINOIS)	
(STATE OF TLLINOIS)  (COUNTY OF COOK)  I, To A NUE M. PALACZ, a Naforesaid, do hereby certify that the saforegoing instrument, appeared before	DATE  otary Public in and for the County and State time persons whose names are subscribed to the me this day in person and acknowledged that instrument as their free and voluntary act and
(STATE OF TLLINOIS)  (COUNTY OF COOK)  I, Jo Anne M. Palacz, a N aforesaid, do hereby certify that the saforegoing instrument, appeared before they signed, sealed and delivered said deed for the uses and purposes therein	DATE  otary Public in and for the County and State time persons whose names are subscribed to the me this day in person and acknowledged that instrument as their free and voluntary act and

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RECORDED: 05/28/1998