To the Honorable Assistant Secretary and Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):
   BellSouth Corporation
   6-17-98

   Additional name(s) of conveying party(ies) attached? NO

2. Name and address of receiving party(ies):
   Name: Cellemetry LLC
   Street Address: 1100 Peachtree Street, N.E. - Suite 8E01
   City: Atlanta State: Georgia ZIP: 30309

   Additional name(s) & address(es) attached? NO

3. Nature of conveyance:
   X Assignment
   Security Agreement
   Change of Name
   Other

   Execution Date: May 14, 1998

4. Application number(s) or patent number(s):

   If this document is being filed together with a new application, the execution date of the application is:

   A. Patent Application No.(s)
   B. Patent No.(s)
      5,526,401
      5,530,736
      5,546,444

   Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

   Customer No. 002779
   Name: BLANK ROME COMISKY & McCauley LLP
      WIGMAN, COHEN, LEITNER & MYERS IP GROUP
   Internal Address: Attn: Michael C. Greenbaum
   Street Address: 900 17th St., N.W. - Suite 1000
   City: Washington, State: DC ZIP: 20006

6. Total number of applications and patents involved:
   3

7. Total fee (37 C.F.R. § 3.41) . . . . . . . . . . . . . . . . . $120.00

   X Enclosed
   Check No. ______

   Authorized to be charged to deposit account
   The Commissioner is authorized to charge any deficiency or to credit any overpayment associated with this communication to Deposit Account No. 23-2185.

8. Deposit account number: 23-2185
   (Attach duplicate copy of this page if paying by deposit account)

   To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

   Michael C. Greenbaum, Reg. No. 28,419
   Name of Person Signing

   Signature
   June 17, 1998
   Date

   Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 9245 FRAME: 0264
**SCHEDULE "A"**

<table>
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<tr>
<th>TITLE</th>
<th>ISSUE DATE</th>
<th>PATENT NO.</th>
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<tbody>
<tr>
<td>Method and Apparatus for Communicating Data Via A Cellular Network Control Channel</td>
<td>08/13/96</td>
<td>5,546,444</td>
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<td>Method and Apparatus for Communicating Data Via A Cellular Network Control Channel</td>
<td>06/11/96</td>
<td>5,526,401</td>
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<td>Radiotelephone With Multiple Simultaneous Telephone Number Identities</td>
<td>06/25/96</td>
<td>5,530,736</td>
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</table>
ASSIGNMENT OF PATENT

WHEREAS, BellSouth Corporation, a corporation of the State of Georgia, having its principal place of business at 1155 Peachtree Street, N.E., Atlanta, Georgia, 30309 (hereinafter “ASSIGNOR”), did obtain Letters Patent of the United States for the patents set forth on attached Schedule A; and whereas, the ASSIGNOR now is the sole owner of said patents, and

WHEREAS, Cellemetry LLC, a company of the State of Delaware, having a place of business at 1100 Peachtree Street, N.E., Suite 8E01, Atlanta, Georgia, 30309 (hereinafter, “ASSIGNEE”) is desirous of acquiring an interest in the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR, by these presents does sell, assign and transfer unto the ASSIGNEE, the full, exclusive, and entire right, title, and interest in and to the Letters Patents aforesaid, and in and to all inventions and improvements disclosed and described in said Letters Patents, and to any reissue and other applications therefor, including all rights the ASSIGNOR may have to sue for damages and other remedies (including equitable relief) in respect of any infringement of the Letters Patents which may have occurred before the effective date of this assignment; the same to be held and enjoyed by the ASSIGNEE, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Letters Patents are granted, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made;

And for the same consideration, the said ASSIGNOR hereby covenants and agrees to and with the said ASSIGNEE, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said ASSIGNOR is the sole and lawful owner of the full, exclusive, and entire right, title and interest in and to the said Letters Patent above-mentioned, and that the same are unencumbered and that the said ASSIGNOR has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

And for the same consideration, the ASSIGNOR, by these presents does sell, assign, and transfer to the ASSIGNEE the full, exclusive, and entire right, title, and interest in and to any foreign application or applications corresponding to said Letters Patents, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, including all rights the ASSIGNOR
may have to sue for damages and other remedies (including equitable relief) in respect of infringement of the Letters Patent which may have occurred before the effective date of this assignment, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE or its designee insofar as permitted by applicable law, or, if already filed, to be prosecuted and issued in the name of ASSIGNEE.

AND for the same consideration, ASSIGNOR further assigns any rights the ASSIGNOR may have to sue for damages and other remedies (including equitable relief) for infringement of the rights arising out of said foreign applications.

AND, for the same consideration, the ASSIGNOR agrees to sign any and all lawful papers, execute all divisional, continuing, reissue and other applications, make any and all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, required or desirable to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records are needed in connection with any of the assigned Letters Patents or applications for Letters Patent.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 14th day of May, 1998.

ASSIGNOR: BellSouth Corporation

[Corporate Seal]

By: ____________________________
Keith O. Cowan, Vice President
Corporate Development

PATENT
RECORDED: 06/17/1998
REEL: 9245 FRAME: 0267