

SCHEDULE "A"

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

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

05/14/98 - #88614

RECORDED: 06/17/1998

PATENT
REEL: 9245 FRAME: 0267