To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):
   JOSE GUTMAN
   THOMAS RAY BRAXTON

2. Name and address of receiving party(ies):
   Name: Motorola, Inc.
   Internal Address: Intellectual Property Department
   Street Address: 130 E. Algonquin Rd.
   City: Schaumburg, State: IL, ZIP: 60196

3. Nature of Conveyance:
   X Assignment
   No Merger
   No Security Agreement
   No Change of Name
   Other

   Execution Date: July 2, 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: 7/2/98

   A. Patent Application No.(s)
   B. Patent No.(s)

   Additional numbers attached? X No

5. Name and address of party to whom correspondence concerning this document should be mailed:
   Name: Motorola, Inc.
   Internal Address: Intellectual Property Department
   Street Address: 1500 Gateway Blvd.
   City: Boynton Beach, State: FL, ZIP: 33436

6. Total number of applications and patents involved: 0

7. Total fee (37 CFR 2.7): $40.00
   Enclosed
   Authorized to be charged to deposit account

8. Deposit account number: 13-4778

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9. Statement and signature:
   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.

   PABLO MELES
   Name of Person Signing
   Signature
   Date

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, JOSE GUTMAN and THOMAS RAY BRAXTON both of BOYNTON BEACH, FL, 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 improvements in METHOD AND APPARATUS FOR THEFT DETERRENCE AND SECURE DATA RETRIEVAL IN A COMMUNICATION DEVICE (Attorney Docket No. PT02825U), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us of even date herewith, 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 inventions 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 the 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 and Trademarks 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 behalf of said MOTOROLA, INC., its successors, assigns and legal representatives, to the full extent 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 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.
STATE OF FLORIDA  
COUNTY OF PALM BEACH  

I, Gail Marino, a Notary Public in and for the County and State aforesaid, do hereby certify that JOSE GUTMAN is personally known to me. I do hereby certify that he/she appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of July, 1998

Notary Public
Commission Number  CC 5-95799
My commission expires on 12-21-2000

SEAL
STATE OF FLORIDA

COUNTY OF PALM BEACH

I, PHILIP F. MACNAKH, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS RAY BRAXTON is personally known to me. I do hereby certify that he/she appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of July, 1998.

PHILIP F. MACNAKH
Notary Public
Commission Number
My commission expires on: 12/31/99

SEAL