

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, Robert Anthony Peters of Silver Spring, MD; Shawn Wesley Hogberg of Chandler, AZ; Thomas Peter Emmons, Jr. of Mesa, AZ and James William Startup of Tempe, AZ, 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 SYSTEM FOR SYNCHRONOUS CODE DIVISION MULTIPLEXED COMMUNICATIONS** (Attorney Docket No. IRI03889), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation, or reissue thereof.

We hereby also sell, assign and transfer unto MOTOROLA, INC., the entire right, title and interest in and to the 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 the inventions and the applications for Letters Patent in foreign countries, and we further authorize 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 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 MOTOROLA, INC., for the sole use and behoof of MOTOROLA, INC., its successors, assigns and legal representatives, to the full end of the term for which the 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 MOTOROLA, INC.

We agree that, when requested, we will, without charge to 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 the inventions in any and all countries and for vesting title thereto in MOTOROLA, INC., its successors, assigns and legal representatives or nominees.

We covenant with 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.

Robert Anthony Peters
Robert Anthony Peters

STATE OF ARIZONA)
 :
COUNTY OF MARICOPA)

I, Suzanne Kennedy, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Anthony Peters, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, 1998.



SEAL

Suzanne Kennedy
My commission expires on 8-2-2000

Address correspondence concerning this document to: Motorola, Inc., Intellectual Property Department - Suite R3108, P.O. Box 10219, Scottsdale, Arizona 85271-0219.

Shawn Wesley Hogberg
Shawn Wesley Hogberg

STATE OF ARIZONA)
 :
COUNTY OF MARICOPA)

I, Suzanne Kennedy, a Notary Public in and for the County and State aforesaid, do hereby certify that Shawn Wesley Hogberg, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, 1998.



SEAL

Suzanne Kennedy
My commission expires on 8-2-2000

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Thomas Peter Emmons, Jr.
Thomas Peter Emmons, Jr.

STATE OF ARIZONA)
 :
COUNTY OF MARICOPA)

I, Suzanne Kennedy, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Peter Emmons, Jr., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, 1998.



SEAL

Suzanne Kennedy
My commission expires on 8-2-2000

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James William Startup
James William Startup

STATE OF ARIZONA)
 :
COUNTY OF MARICOPA)

I, Suzanne Kennedy, a Notary Public in and for the County and State aforesaid, do hereby certify that James William Startup, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of July, 1998.



Suzanne Kennedy

My commission expires on 8-2-2000

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