

08-13-1998

In place of Form PTO-1595

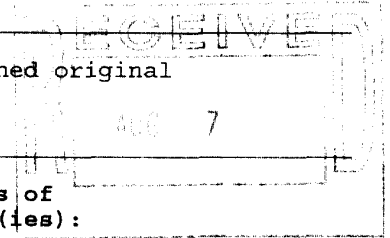


Docket No. HQ9-97-016

T

100794393

To the Assistant Commissioner of Patents: Please record the attached original documents or copy thereof.



MRD 8-7-98

1. Name of conveying party(ies):

James Nolan Hardage, Jr.

2. Name and address of receiving party(ies):

Motorola, Inc.  
Intellectual Property Law  
3rd Floor  
1303 East Algonquin Road  
Schaumburg, Illinois 61096

3. Nature of conveyance:

X Assignment

Execution Date: April 10, 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)  
09/066,012

B. Patent No.(s)

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

Anthony V. S. England  
IBM Corporation  
Intellectual Property Law  
Internal Zip 4054  
11400 Burnet Road  
Austin, TX 78758  
(512) 838-6640

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

X Authorized to be charged to  
IBM CORPORATION's deposit account

8. Deposit account number: 09-0447

DO NOT USE THIS SPACE

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.

Dan Venglarik

Name of Person Signing

Dan E. Venglarik  
for FELSMAN, BRADLEY, GUNTER & DILLON, LLP

Aug 4, 1998  
Date

08/12/1998 DMGUYEN 00000070 090447 09066012

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Total number of pages including cover sheet: 3

PATENT

REEL: 9372 FRAME: 0850

HQ9-97-016  
SC90680A

## ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, **James N. Hardage, Jr.**, of **Austin, Texas**, 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 **OPTIMIZATION OF ORDERED STORES ON A PIPELINED BUS VIA SELF-INITIATED RETRY** (Attorney Docket No. **HQ9-97-016**), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by me of even date herewith, together with my 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.

I hereby also sell, assign and transfer unto **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 I 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 said application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

I 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 said Letters Patent may be granted, the same as they would have been held and enjoyed by me had this assignment not been made, and I hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to **MOTOROLA, INC.**

I agree that, when requested, I 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 said inventions in any and all countries and for vesting title thereto in **MOTOROLA, INC.**, its successors, assigns and legal representatives or nominees.

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I 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.

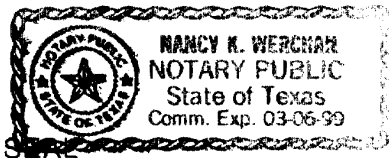
*James N. Hardage, Jr.*  
James N. Hardage, Jr.

STATE OF TEXAS

COUNTY OF TRAVIS

I, *Nancy K. Werchan*, a Notary Public in and for the County and State aforesaid, do hereby certify that James N. Hardage, 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 said 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 *April*, 1998.



*Nancy K. Werchan*  
My commission expires on *3-6-99*