

11-25-1998



100909339

ASE NO: CX098001

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Rajat K. Mitra  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Motorola, Inc.  
Internal Address: Corporate Offices  
Intellectual Property Department

3. Nature of Conveyance: MRD 10-30-98  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: 9/25/98

Street Address: 1303 East Algonquin Road  
City: Schaumburg State: IL ZIP: 60196  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
09/087,302  
Additional numbers attached ?  Yes  No

B. Patent No.(s)  
\_\_\_\_\_  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Motorola, Inc.  
Internal Address: Corporate Offices  
Intellectual Property Department  
Street Address: 1303 East Algonquin Road  
City: Schaumburg State: IL ZIP: 60196

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 1.21 (h)): ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
13-4772  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

40E

9. Statement and signature.  
FC:581 40.00 CH  
*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.*  
Kirk W. Dailey, reg. no. 35,111  
Name of Person Signing

October 27, 1998  
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-100C, Washington, D.C.20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT AND AGREEMENT


For and in consideration of the sum of One Dollar to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, **Rajat, K. Mitra, of Mansfield, Massachusetts** 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 improvement in **System, Device, and Method for Communicating with and Initializing a Computer Peripheral** described, illustrated and claimed in an application for Letters Patent of the United States of America, serial no. **09/087,302**, filed **May 29, 1998**, 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.

I 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 invention and said applications for Letters Patent in foreign countries, and I further authorize the said **MOTOROLA, INC.** to apply for Letters Patent in foreign countries directly in its own name, and to claim 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.

I hereby authorize and request the Commissioner of Patents 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 behoof of said **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 the said **MOTOROLA, INC.**

I agree that, when requested, I 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.

I 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.

  
Rajat K. Mitra

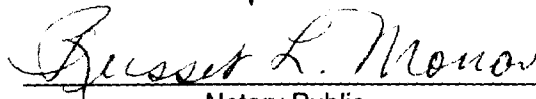
9/25/1998  
DATE

(STATE OF MASSACHUSETTS)

(COUNTY OF BRISTOL)

I, Russet L. Morrow, a Notary Public in and for the County and State aforesaid, do hereby certify that the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of September, 1998.

  
Notary Public

SEAL

My commission expires: Jan. 22, 2004