

MRD 4-29-99

EE318061808US

05-20-1999

In place of Form PTO-1595

Docket No. HQ9-99-032



101039898

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

JCS11 U.S. PTO
09/303364
04/29/99

1. Name of conveying party(ies):

James N. Hardage, Jr.

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

Motorola, Inc.
Third Floor
1303 East Algonquin Road
Schaumburg, Illinois 60196

3. Nature of conveyance:

Assignment

Execution Date: April 22, 1999

4. Application number(s) or patent number(s): 09/303364

If this document is being filed together with a new application, the execution date of the application is April 22, 1999

A. Patent Application No. (s)

B. Patent No. (s)

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

Anthony V. 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

Authorized to be charged to 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.

Anthony V. England

Anthony V. England

4/28/99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 3

(05/19/1999 DMGUYEN 00000168 090447 09303364)
01 FC:581 40.00 CH

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, **James N. Hardage, Jr.**, of **Kyle, 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 **METHOD AND SYSTEM FOR WRITE-THROUGH STORES OF VARYING SIZES** (Attorney Docket No. **HQ9-99-032**), 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.

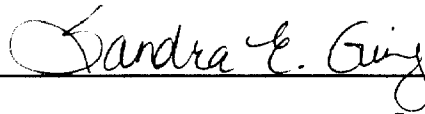
I covenant with MOTOROLA, INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.


James N. Hardage, Jr.

STATE OF TEXAS)
 :
COUNTY OF WILLIAMSON)

I, SANDRA E. GING, 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 22nd day of April, 1999.



My commission expires on 3-5-2003

SEAL

