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CASE NO: CM03864H

hed original documents or copy thereof.

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05/23/99

To the Assistant Commissioner of Pat

1. Name of conveying party(ies):
Philip C. Blum
Douglas A. Lenz
J. Christopher Stanaway

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

Street Address: 1303 E. Algonquin Road

City: Schaumburg State: IL ZIP: 60196

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: June 18, 1999 and June 24, 1999

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: June 24, 1999
A. Patent Application No.(s)
60/098,847 filed on 09/02/98
B. Patent No.(s)
Additional numbers attached? Yes No

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 E. 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
40E
(Attach duplicate copy of this page if paying by deposit account)

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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.
Jeffrey K. Jacobs Reg. # P-44,798
Name of Person Signing
Jeffrey K. Jacobs
Signature
6/24/99
Date
Total number of pages comprising cover sheet, attachments and document: 4

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ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, **Philip C. Blum of Chicago, Illinois, Douglas A. Lenz of Plantation, Florida, and J. Christopher Stanaway of Wheaton, Illinois** 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 **COMMUNICATION DEVICE AND METHOD FOR DETERMINING THE SIGNAL QUALITY OF COMMUNICATION RESOURCES IN A COMMUNICATION SYSTEM** (Attorney Docket No. **CM03864H**), described, illustrated and claimed in an application for Letters Patent of the United States of America filed on **September 2, 1998**, serial No. **60/098,847** 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 invention 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 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 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 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.

Philip C. Blum
Philip C. Blum

June 24, 1999
DATE

(STATE OF Illinois)

(COUNTY OF Cook)

I, Helen M. Young, a Notary Public in and for the County and State aforesaid, do hereby certify that the same person whose name is subscribed to the foregoing instrument immediately above, appeared before me this day in person and acknowledged that he signed, sealed and delivered 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 24 day of June, 1999.



SEAL

Helen M. Young
Notary Public

My commission expires: 25 March 2002

Douglas A. Lenz
Douglas A. Lenz

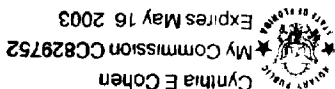
6/18/99
DATE

(STATE OF Florida)

(COUNTY OF Broward)

I, Cynthia E. Cohen, a Notary Public in and for the County and State aforesaid, do hereby certify that the same person whose name is subscribed to the foregoing instrument immediately above, appeared before me this day in person and acknowledged that he signed, sealed and delivered 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 18th day of June, 1999.



SEAL

Cynthia E. Cohen
Notary Public

My commission expires: 5/16/2003

J. Christopher Staraway
J. Christopher Staraway

6/24/99
DATE

(STATE OF ILLINOIS)

(COUNTY OF COOK)

I, Loretta M. Schumacher, a Notary Public in and for the County and State aforesaid, do hereby certify that the same person whose name is subscribed to the foregoing instrument immediately above, appeared before me this day in person and acknowledged that he signed, sealed and delivered 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 24th day of June, 19 99.

Loretta M. Schumacher
Notary Public

My commission expires: 11/7/2001

SEAL

