

09-01-1999

MD 8-24-99



EY DOCKET NO: IND10172

To the Assistant Commissioner of Patents and Trademarks

101131616

Patent documents or copy thereof.

1. Name of conveying party(ies):
 1. Kirk B. Bierach
 2. Frederick A. Nylander
 3. James G. Quaderer
 4. Andy Allen Russ

2. Name and address of receiving party(ies):
 Name: Motorola, Inc.
 Internal Address: Corporate Offices
 Intellectual Property Department (3rd Floor)
 Street Address: 1303 E. Algonquin Rd.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

City: Schaumburg State: IL ZIP: 60196
 Additional name(s) & address(es) attached? Yes No

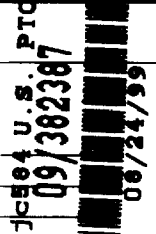
Execution Date: 7/21/99, 8/4/99

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)
 60/099,889

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
 Attn: Intellectual Property Dept.
 Street Address: 1303 E. Algonquin Rd
 City: Schaumburg State: IL ZIP: 60195

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)

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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.

Terri S. Hughes, Reg.# 41,856
 Name of Person Signing

Terri S. Hughes
 Signature

8/24/99
 Date

Total number of pages comprising cover sheet, attachments and document: 7

OMB No. 0651-0011 (exp. 4-94)

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08/31/1999 MTHA11 00000297 134772 09382387

Commissioner of Patents and Trademarks

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Box Assignments
 Washington, D.C. 20231

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ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, **Kirk B. Bierach of Saratoga, CA, Frederick A. Nylander of Morgan Hill, CA, James G. Quaderer of Sunnyvale, CA, and Andy Allen Russ of Morgan Hill, CA**, 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 METHOD FOR SECURELY UPDATING A PROGRAM OF AN RFID READER (Attorney Docket No. **IND10172**), described, illustrated and claimed in an application for Letters Patent of the United States of America filed on **September 11, 1998**, Serial No. **60/099,889**, 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.

Kirk B. Bierach
Kirk B. Bierach

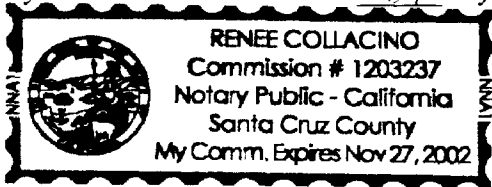
7 July 1999
DATE

(STATE OF California)

(COUNTY OF Santa Cruz)

I, Renee Collacino, 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 21 day of July, 1999.



SEAL

Renee Collacino
Notary Public

My commission expires: 11-27-02

Frederick A. Nylander

DATE

(STATE OF _____)

(COUNTY OF _____)

I, _____, 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 _____ day of _____, 19____.

Notary Public

SEAL

My commission expires:

James G. Quaderer

DATE

(STATE OF)

(COUNTY OF)

I, _____, 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 _____ day of _____, 19_____.

Notary Public

SEAL

My commission expires:

Andy Allen Russ

DATE

(STATE OF)

(COUNTY OF)

I, _____, 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 _____ day of _____, 19_____.

Notary Public

SEAL

My commission expires:

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, **Kirk B. Bierach of Saratoga, CA, Frederick A. Nylander of Morgan Hill, CA, James G. Quaderer of Sunnyvale, CA, and Andy Allen Russ of Morgan Hill, CA**, 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 **METHOD FOR SECURELY UPDATING A PROGRAM OF AN RFID READER** (Attorney Docket No. **IND10172**), described, illustrated and claimed in an application for Letters Patent of the United States of America filed on **September 11, 1998**, Serial No. **60/099,889**, 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.

Kirk B. Bierach

DATE

(STATE OF)

(COUNTY OF)

I, _____, 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 ____ day of _____, 19____.

Notary Public

SEAL

My commission expires:

Frederick A. Nylander
Frederick A. Nylander

08/09/1999
DATE

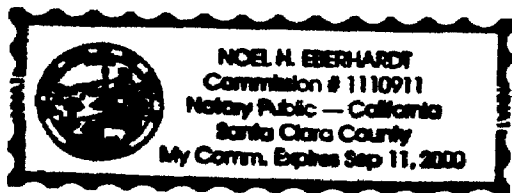
(STATE OF California)

(COUNTY OF Santa Clara)

I, Noel H. Eberhardt, 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 4th day of Aug, 1999.

SEAL



Noel H. Eberhardt
Notary Public
My commission expires: Sept. 11, 2000

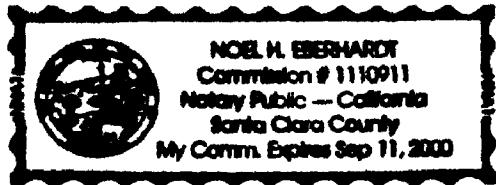
James G. Quaderer
James G. Quaderer

4 Aug 99
DATE

(STATE OF California)
(COUNTY OF Santa Clara)

I, Noel H. Eberhardt 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 4th day of Aug, 1999.



SEAL

Noel H. Eberhardt
Notary Public

My commission expires: Sept. 11, 2000

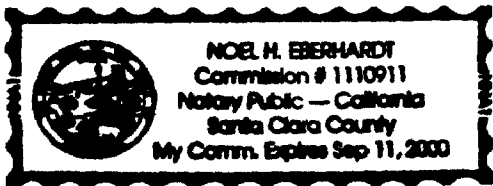
Andy Allen Ross
Andy Allen Ross

4 August 1999
DATE

(STATE OF California)
(COUNTY OF Santa Clara)

I, Noel H. Eberhardt 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 4th day of Aug, 1999.



SEAL

Noel H. Eberhardt
Notary Public

My commission expires: Sept. 11, 2000