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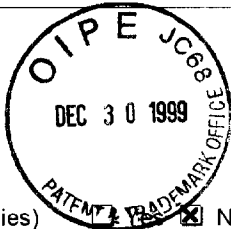
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
Charles M. Link, II
Donald M. Cardina

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

Name: **BellSouth Intellectual Property Corporation**

Internal Address:

Additional names(s) of conveying party(ies) No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: **824 Market Street**

Suite 510

City: **Wilmington** State: **DE** ZIP: **19801**

Execution Date: **December 21, 1999**

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

4. Application number(s) or registration 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)

B. Patent No.(s)

09/421,412

Additional numbers attached? Yes No

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

Name: **Elizabeth M. Roesel, Esq.**

Internal Address: **CROWELL & MORING LLP**

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

Street Address: **1001 Pennsylvania Avenue, N.W.**

8. Deposit account number:

03-3836

City: **Washington** State: **DC** ZIP: **20004**

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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.

Elizabeth M. Roesel

Elizabeth M. Roesel

December 30, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

5

ASSIGNMENT

II
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WHEREAS, Charles M. Link, residing at 465 Abbeywood Drive, Roswell, Georgia 30075 and Donald M. Cardina, residing at 1026 Eagle Ridge Court, Lawrenceville, Georgia 30043 (hereinafter "Assignors") have invented certain new and useful improvements in WIRELESS TELEPHONE WITH IMPROVED PAGER MODE for a full description of which reference is here made to an application for Letters Patent of the United States of America filed in the U.S. Patent and Trademark Office on October 21, 1999 and assigned serial no. 09/421,412; and

WHEREAS, BellSouth Intellectual Property Corporation, a corporation of the State of Delaware, having its principal office and place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, re-examination, re-issue, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request the Commissioner of Patents of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

SIGNATURE: Charles M. Link, II

NAME: Charles M. Link, II

DATE: 12/21/99

STATE OF GEORGIA

COUNTY OF FULTON

I, Elizabeth A. Mussell, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles M. Link, II, personally known to me to be the same person 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 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 21st day of December, 99.

(SEAL)

Elizabeth A. Mussell
Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires Aug. 12, 2003.

SIGNATURE:

Donald M. Cardina

NAME:

Donald M. Cardina

DATE:

12/21/99

STATE OF GEORGIA

COUNTY OF FULTON

I, Elizabeth A. Mussell, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald M. Cardina, personally known to me to be the same person 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 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 21st day of December, 1999

(SEAL)

Elizabeth A. Mussell
Notary Public

**Notary Public, Cobb County, Georgia.
My Commission Expires Aug. 12, 2003.**