



CASENO: CX098017

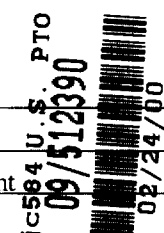
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original documents or copy thereof.

1. Name of conveying party(ies):
Wellington, Alan Miles
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
USPTO Customer Number 22917
Name: Motorola, Inc.
Internal Address: Corporate Offices
Intellectual Property Department
Street Address: 1303 East Algonquin Road
City: Schaumburg State: IL ZIP: 60196
Additional name(s) & address(es) attached? Yes No



3. Nature of Conveyance:
 Assignment Merger
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 Other _____
Execution Date: 2/24/2000

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: 2/24/2000
A. Patent Application No.(s) 09/512390
B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
USPTO Customer Number 22917
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 **E**
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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.
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ASSIGNMENT AND AGREEMENT

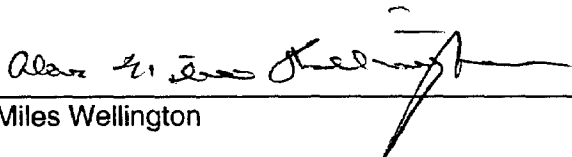
For and in consideration of the sum of One Dollar to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, **Alan Miles Wellington, of Needham, Massachusetts**, have sold, assigned and transferred, and do hereby sell, assign and transfer, unto MOTOROLA, 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 **DUAL RATE PERIODIC RANGING SYSTEM TO REDUCE TIME TO ASCERTAIN CABLE MODEM FAILURE** (Case No. **CX098017**), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us on the dates indicated by our signatures below, 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.



Alan Miles Wellington

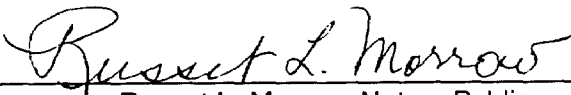
2/24/00
DATE

(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 24th day of February, 2000.



Russet L. Morrow, Notary Public

My commission expires: Jan. 22, 2004

SEAL