

06-16-2000

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FORM PTO-1595  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Express Mail No.: EK141907614US

101382522

CASENO: CX099047

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

1. Name of conveying party(ies):  
Michael Jaimie Cooper  
Jack Moran  
Mark Miner  
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

U.S. PTO  
09/580804  
05/30/00

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: May 30, 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: May 30, 2000  
A. Patent Application No.(s)  
B. Patent No.(s) **09580804**  
Additional numbers attached?  Yes  No

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

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

8. Deposit account number:  
13-4772  
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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.*  
Joanne N. Pappas, reg. no. 40,117 May 30, 2000  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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PATENT  
REEL: 010851 FRAME: 0168

ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of One Dollar to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **Michael Jaimie Cooper, of Marietta, Georgia, and Jack Moran, of Millville, Massachusetts, and Mark Miner, of Foxborough, 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 **SPECTRUM MANAGEMENT METHOD FOR A CABLE DATA SYSTEM** (Case No. CX099047), 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.

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.

Michael Jaimie Cooper  
Michael Jaimie Cooper

May 26, 2000  
DATED

(COMMONWEALTH 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 26<sup>th</sup> day of May, 2000.

Russet L. Morrow  
Russet L. Morrow, Notary Public

SEAL

My commission expires: January 22, 2004

John L. Moran, III  
John L. Moran, III

May 30, 2000  
DATE

(COMMONWEALTH OF: MASSACHUSETTS )

(COUNTY OF: ~~BRISTOL~~ Norfolk)

I, Geraldine A. Hansen 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 30<sup>th</sup> day of May, 2000.

Geraldine A. Hansen  
Notary Public

SEAL

My commission expires: Sept. 6, 2002

Mark Miper  
Mark Miper

May 26, 2000  
DATE

(COMMONWEALTH 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 26<sup>th</sup> day of May, 2000.

Russet L. Morrow  
Russet L. Morrow, Notary Public

SEAL

My commission expires: January 22, 2004

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DOCKET NO: CX099047

- 4 -

RECORDED: 05/30/2000

PATENT  
REEL: 010851 FRAME: 0172