### Recordation Form Cover Sheet

**Patents Only**

**TO:** The Commissioner of Patents and Trademarks

Please record the attached original document(s) or copy(ies).

**Submission Type**

- [X] New
- [ ] Resubmission (Non-Recordation)
- [ ] Correction of PTO Error
- [ ] Corrective Document

**Conveyance Type**

- [X] Assignment
- [ ] License
- [ ] Merger
- [ ] Other

**Conveying Party(ies)**

- Name (line 1): CellNet Data Systems, Inc.
- Name (line 2):

**Receiving Party**

- Name (line 2):

**Address (line 1):**

5430 Metric Place

**City:** Norcross

**State/Country:** GA

**Zip Code:** 30092

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

**Execution Date**

- Month: 05
- Day: 16
- Year: 2000

**Public Burden Reporting:**

The estimated public burden for this collection of information is approximately 30 minutes per page.

Send comments regarding the burden to the U.S. Patent and Trademark Office, Chief Information Officer, 401 Douglass Loop, P.O. Box 1450, Alexandria, VA 22313-1450. SeeOMB control number 0651-0027.
Form PTO-1619B

Page 2

U.S. Department of Commerce
Patent and Trademark Office

PATENT

Correspondent Name and Address

Name: Alexander M. Kim
Address (line 1): Shearman & Sterling
Address (line 2): 599 Lexington Avenue
Address (line 3): New York, New York 10022

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 8

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.


Number of Properties

Enter the total number of properties involved.

# 43

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $1,090.00

Method of Payment:

Enclosed X

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0324

Authorization to charge additional fees:

Yes X No

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. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim

Name of Person Signing

Signature

Date 5/22/00
**RECORDATION FORM COVER SHEET**

**CONTINUATION**

**PATENTS ONLY**

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Mark if additional names of conveying parties attached

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| City | State/Country | Zip Code

Mark if additional names of receiving parties attached

### Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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## RECORDATION FORM COVER SHEET
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### PATENTS ONLY

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).
Intellectual Property Assignment

WHEREAS, Cellnet Data Systems, Inc., a Delaware Corporation ("Cellnet"), and Schlumberger Resource Management Services, Inc., a Delaware corporation ("Assignee"), entered into that certain Asset Purchase Agreement, dated March 1, 2000 (the "Asset Purchase Agreement"); along with Sellers Signatory Hereto (as defined therein), under which the Assignee acquired certain assets from Cellnet and Sellers Signatory Hereto (collectively, "Assignors");

WHEREAS, the Assignors, either individually or jointly, are the owners of the entire right, title and interest in and to the (i) patents and patent applications identified on Schedule A attached hereto, the invention(s) disclosed and claimed therein and any improvements thereto, existing as of the date hereof, and any applications that rely on one or more of the patents and patent applications set forth in Schedule A for priority, including, with respect to all of the foregoing, any and all divisionals, continuations, continuations-in-part, reissues, renewals or extensions thereof, together with all patents issuing on any of the aforesaid applications for a patent, and all rights therein provided by international treaties and conventions ("Patents"); (ii) copyrights subsisting in the works, including registrations and applications for registration thereof, identified on Schedule B attached hereto, and all rights therein provided by international treaties and conventions ("Copyrights"); (iii) trademarks, including registrations and applications for registration thereof, identified on Schedule C attached hereto, together with the goodwill of the business symbolized thereby, and all rights therein provided by international treaties and conventions ("Trademarks"); (iv) domain names identified on Schedule D attached hereto, including registrations thereof with Network Solutions, Inc. or any other authority who issues and maintains domain name registrations, and all rights therein provided by international treaties and conventions ("Domain Names"); and (v) all rights to sue for and collect damages for any past infringement, dilution or violation, presently known or unknown, of the foregoing;

WHEREAS, Assignee desires to acquire Assignors' entire right, title and interest in and to the Patents, Copyrights, Trademarks, together with the goodwill symbolized by such Trademarks, and Domain Names; and

WHEREAS, Assignors make this Assignment pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment of Patents. Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Patents.
2. **Assignment of Copyrights.** Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Copyrights.

3. **Assignment of Trademarks.** Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, together with the goodwill symbolized by such Trademarks.

4. **Assignment of Domain Names.** Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Domain Names and any trademark rights therein.

5. **Further Assurances.** Assignors covenant and agree that they will, upon the reasonable request of the Assignee, its successors and assigns, and at Assignee’s, or its successors and assigns’, expense, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to Assignee, its successors, assigns and legal representatives, to perfect, validate, effectuate and record the interests assigned hereunder.

6. **Warranty.** Except as set forth in the Asset Purchase Agreement, Assignors make no warranty, express or implied, with respect to the Patents, Copyrights, Trademarks and Domain Names assigned hereunder.

7. **Recordation.** If Assignee elects to record this Assignment or any other document with the appropriate United States or foreign governmental authorities or registries, Assignee shall bear the costs and fees associated with such recording. Assignors shall provide timely cooperation to Assignee as reasonably necessary in connection with such recording.

8. **Past Infringement.** Assignors acknowledge and agree that the assignment of the Patents, Copyrights, Trademarks and Domain Names hereunder shall also include and does include the assignment to Assignee, for Assignee’s, its successors and assigns’, sole and exclusive benefit, use and enjoyment, all rights to sue for and collect damages for any past infringement, dilution or violation, presently known or unknown, of such Patents, Copyrights, Trademarks and Domain Names.

* [Remainder of this Page Is Intentionally Left Blank]
IN WITNESS WHEREOF, the parties indicated below, by their authorized representatives, execute this Assignment effective as of [May 16], 2000.

ASSIGNORS:

CELLNET DATA SYSTEMS, INC.

CELLNET DATA SERVICES, INC.
(DELAWARE)

CELLNET DATA SERVICES (CA), INC.
(DELAWARE)

CELLNET DATA SERVICES (KC), INC.
(DELAWARE)

CELLNET DATA SERVICES (MSP), INC.
(DELAWARE)

CELLNET DATA SERVICES (PA), INC.
(DELAWARE)

CELLNET DATA SERVICES (SF), INC.
(DELAWARE)

CELLNET DATA SERVICES (TX), INC.

CN PARTNERS (TX) INC.

CN FREQUENCY (NH) INC.

CN FREQUENCY (SF) INC.

CELLNET DATA RETROFIT SERVICES, INC.
(DELAWARE)

CELLNET DATA SERVICES (AZ), INC.
(DELAWARE)

CELLNET DATA SERVICES (IS), INC.
(DELAWARE)

CELLNET DATA SERVICES (ME), INC.
(DELAWARE)

CELLNET DATA SERVICES (NH), INC.
(DELAWARE)

CELLNET DATA SERVICES (SL), INC.
(DELAWARE)

CELLNET FUNDING, L.L.C.

CN HOLDINGS (TX), INC

CN FREQUENCY (ME) INC.

CN FREQUENCY (PA) INC.
ASSIGNEE:

SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC.

By: CELLNET DATA SYSTEMS, INC., AS SELLER REPRESENTATIVE

By: John S. Dubs
Chief Operating Officer

By: Colin Flannery
Secretary
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May 22, 2000

Director of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Assignment from
CellNet Data Systems, Inc. in favor of
Schlumberger Resource Management Services, Inc.
Our Ref: 7904/1961

Sir:

Enclosed for recording is an Intellectual Property Assignment from CellNet Data Systems, Inc. in favor of Schlumberger Resource Management Services, Inc. Also enclosed is our check for $1090.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge (or credit any overpayment) to Deposit Account No. 50-0324.

Please return the recorded Assignment to the undersigned.

Respectfully submitted,

By: Alexander M. Kim, Esq
SHEARMAN & STERLING
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Honorable Director of Patents and Trademarks, Washington, D.C. 20231, on May 22, 2000

Enclosure