

06-30-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101393645

5-25-00

**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

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.
(Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/12/2000 ASCOTT 00000084 500324 08597724
01 FC:581 630.00 CH 1090.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document, gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010871 FRAME: 0652

06/12/2000 00000001 500324 08597724
Sale Ref: 00000084 DRI: 500324
01 FC:581 630.00 CH

Correspondent Name and Address

Area Code and Telephone Number

212-848-4406

Name Alexander M. Kim

Address (line 1) Shearman & Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, New York 10022

Address (line 4)

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).

Patent Application Number(s)

Patent Number(s)

08/597,724

08/880,478

08/880,634

4,783,623

4,792,677

5,014,213

08/881,549

08/880,637

09/008,273

5,377,232

5,604,788

D310,973

08/929,161

08/880,470

09/365,108

5,661,750

D320,362

6,047,016

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.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

43

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 1090.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

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 ☒

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

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Parties

☐

Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Enter additional Receiving Party(ies)

☐

Mark if additional names of receiving parties attached

Name (line 1)

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

☐

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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).

Patent Application Number(s)

Patent Number(s)

09/313,132

09/313,050

09/312,928

3,683,343

3,820,073

4,050,020

09/313,125

09/313,128

09,150,495

4,119,948

4,120,031

4,132,981

09/310,457

09/322,609

09/378,539

4,166,975

4,179,654

4,298,839

4,315,248

4,415,853

4,463,354

4,465,970

4,516,213

4,556,844

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

FORM PTO-1619C
Expires 06/30/99
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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).

Patent Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

4,584,527	4,638,314	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 RETROFIT SERVICES, INC.
(DELAWARE)

CELLNET DATA SERVICES, INC.
(DELAWARE)

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

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

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

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

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

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

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

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

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

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

CELLNET FUNDING, L.L.C.

CELLNET DATA SERVICES (TX), INC.

CN HOLDINGS (TX), INC

CN PARTNERS (TX) INC.

CN FREQUENCY (ME) INC.

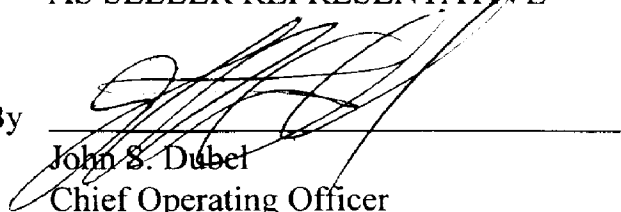
CN FREQUENCY (NH) INC.

CN FREQUENCY (PA) INC.

CN FREQUENCY (SF) INC.

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

By

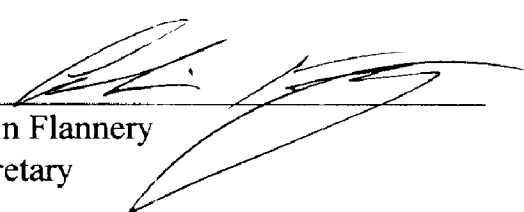

John S. Dubel

Chief Operating Officer

ASSIGNEE:

SCHLUMBERGER RESOURCE
MANAGEMENT SERVICES, INC.

By


Colin Flannery
Secretary

SCHEDULE A
CELLNE DATA SYSTEMS, INC.

TITLE	REGIS/APPLICATION NUMBER
DEVICE FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE	4,783,623
SYSTEM FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE	4,792,677
SYSTEM FOR USE WITH POLYPHASE UTILITY METERS FOR RECORDING TIME OF ENERGY USE	5,014,213
FREQUENCY SYNCHRONIZED BIDIRECTIONAL RADIO SYSTEM	5,377,232
FREQUENCY SYNCHRONIZED BIDIRECTIONAL RADIO SYSTEM	5,604,788
DEVICE FOR USE WITH UTILITY METERS TO RECORD TIME OF ENERGY USE, DEMAND AND LOAD PROFILE DATA	D310,973
DIRECT SEQUENCE SPREAD SPECTRUM SYSTEM	5,661,750
A METERING SYSTEM	08/597,724
BANDPASS CORRELATION OF A SPREAD SPECTRUM SIGNAL	08/880,478
PROCESSING A SPREAD SPECTRUM SIGNAL IN A FREQUENCY ADJUSTABLE SYSTEM	08/880,634
ACQUIRING A SPREAD SPECTRUM SIGNAL ADJUSTABLE SYSTEM	08/881,549
RECEIVING A SPREAD SPECTRUM SIGNAL	08/880,637
UTILITY METER ADAPTER	09/008,273
SLOT ANTENNA	08/929,161
BANDPASS PROCESSING OF A SPREAD SPECTRUM SIGNAL	08/880,470

THE NEW YORK PUBLIC LIBRARY

NYDOCS04/279153 1

SCHEDULE A PATENT CLASSIFICATION SYSTEMS INC.	
	PATENT CLASSIFICATION NUMBER
REMOTE METER READING SYSTEM	4119948
UTILITY USAGE MONITORING SYSTEMS	4120031
SELF-POWERED SYSTEM FOR MEASURING AND STORING CONSUMPTION OF UTILITY METER	4132981
MULTIPLE RATE ELECTRICAL ENERGY METERING SYSTEM AND METHOD	4166975
DEMAND METER INCLUDING MEANS FOR SELECTIVELY CONTROLLING THE LENGTH OF DEMAND INTERVALS	4179654
PROGRAMMABLE AC ELECTRIC ENERGY METER HAVING RADIATION RESPONSIVE EXTERNAL DATA INTERFACE	4298839
LOAD CONTROL SYSTEM FOR STANDARD ELECTRIC UTILITY METER	4315248
MONITORING DEVICE AND METHOD FOR ACCURATELY DETERMINING AND RECORDING PRESENT DEMAND OF ELECTRICAL ENERGY	4415853
APPARATUS FOR COMMUNICATING UTILITY USAGE RELATED INFORMATION FROM A UTILITY USAGE LOCATION TO A PORTABLE UTILITY USAGE REGISTERING DEVICE	4463354
METHOD AND APPARATUS FOR MULTIPLE RATE METERING OF ELECTRICAL ENERGY	4465970
MULTIPLE RATE METERING SYSTEM	4516213
APPARATUS FOR MOUNTING AN ELECTRICAL SENSING DEVICE OR ENCODER ON A DATA OUTPUT INDICATOR OR METER	4556844

SHEARMAN & STERLING

FAX: 212-848-7179
TELEX: 667290 WUI
www.shearman.com

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

ABU DHABI
BEIJING
DÜSSELDORF
FRANKFURT
HONG KONG
LONDON
MENLO PARK
NEW YORK
PARIS
SAN FRANCISCO
SINGAPORE
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:

212-848-4406

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:

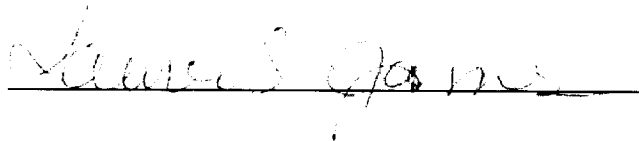
Enclosed for recording is an Intellectual Property Assignment from CellNet Data Systems, Inc. in favor of Schlumberger Resource Management Services, Inc. Also enclosed is our check for \$1090.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, 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

NYDOCS04/264598.2

RECORDED: 05/25/2000

PATENT
REEL: 010871 FRAME: 0664