



Assistant Commissic Washington, D.C. 20231

Sir:

9-18-00

Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies): Surender Kumar, James Mathis, Bhavesh G. Patel Gary J. Aitkenhead, and Mark Shaughnessy

2. Name and Address of Receiving Party	State of Incorporation
Motorola, Inc., 1303 East Algonquin Road Schaumburg, Illinois 60196	Delaware

- 3. Nature of Conveyance: Assignment Execution Date: 09/07/00, 09/11/00, 08/14/00, 08/25/00, 08/24/00
- 4. This document is being filed for serial number 09/602,327:

Docket No.:

CM04173H

OPTIMAL RADIO CHANNEL ALLOCATION IN A

Title:

DISTRIBUTED CONNECTION AND TRANSPORT

NETWORK

5. Please send correspondence to:

Motorola, Inc.

Intellectual Property Department

\$ 40.00

1303 E. Algonquin Road Schaumburg, IL 60196

6. Total Number of applications and patents involved:

.

7. Total Fee (37 CFR 3.41)

8. Authorization to charge all recording fees to Deposit Account No.: 13-4772. A duplicate copy of this sheet is attached.

9. To the best of my knowledge and belief, the foregoing information is a true and correct original document.

DO NOT USE THIS SPACE

SEND CORRESPONDENCE TO:

Motorola, Inc. Intellectual Property Section Law Department 1303 E. Algonquin Road Schaumburg, IL 60196

Total Number of pages comprising cover sheet and copy: 2
Total Number of pages comprising Assignment: 6 8 pgs Total

Stew R Souten

Steven R. Santema Attorney for Applicant(s) Reg. No.: 40, 156

Telephone: (847) 576-6733 Fax No.: (847) 576-0721

Date:

By:

September 15, 2000

I hereby certify that this correspondence is being deposited with the United States Postal Service as fire class mail in an envelope addressed to:

Assistant Commissioner for Patents
Washington, D.C. 20231

on SEPTEMBER 15, 2000

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, SURENDER KUMAR, SCHAUMBURG, IL; JAMES MATHIS, BARRINGTON, IL; BHAVESH G. PATEL, NAPERVILLE, IL; GARY J. AITKENHEAD, BRAMLEY HAMPSHIRE, UNITED KINGDOM; and MARK SHAUGHNESSY, PHOENIX, AZ; 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 improvements in **OPTIMAL RADIO CHANNEL ALLOCATION IN A DISTRIBUTED CONNECTION AND TRANSPORT NETWORK** (Docket No. CM04173H), 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 the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

We hereby also sell, assign and transfer unto MOTOROLA, INC., the entire right, title and interest in and to the 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 the invention and the applications for Letters Patent in foreign countries, and we further authorize 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 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 MOTOROLA, INC., for the sole use and benefit of MOTOROLA, INC., its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me 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 MOTOROLA, INC.

We agree that, when requested, we will, without charge to 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 the inventions in any and all countries and for vesting title thereto in MOTOROLA, INC., its successors, assigns and legal representatives or nominees.

We covenant with 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.

Susmo. Kuma			DATE:	09/07/00	
SURENDER KUMAR					
STATE OF ILLINOIS)	0.01			
COUNTY OF COOK)	SS:			

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Surender Kumar whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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 22 day of

2000.

"OFFICIAL SEAL"
JACQUELINE RUSSO

My commission expires: Notary Public, State of Illinois
My Commission Expires Mar. 23, 2004

Notan Public Signature

JACQUELINE QUS

Printed Name of Notary Public

SURENDER KUMAR appeared before me

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope artifersed to:
Assistant Commission for Peterns
Weekledge, D.C. 20031

SEPTEMBER 15, 2070

PATENT

REEL: 011129 FRAME: 0184

ATE:
ounty and State aforesaid, do hereby d to the foregoing instrument, ledged that they signed, sealed and act and deed for the uses and
day of <u>Seftenlun</u> ,
Notary Public Signature TACQUELINE RUSSE Printed Name of Notary Public

Bhursh 1-1 BHAVESH G. PATEL	at		DATE: 8-14-00
STATE OF ILLINOIS)	ss:	
COUNTY OF)	55.	
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Bhavesh G. Patel whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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 day of August Augus			
2000.			
My commission expires: 12/	5/00		Notary Public Signature KAREN S. FLEMING
BHAVESH G. PATEL ap	peared befo	ore me	Printed Name of Notary Public

OFFICIAL SEAL
KAREN S FLEMING
HOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/05/00

GARY J. AITKENHEAD	DATE: 25-August-2000
Winess Overt	25 - August - 2000 Date
RABagnally.	25th August 2000

Mark Krong	DATE: 8/24/2000
MARK SHAUGHNESSY	
STATE OF Arizona)	
COUNTY OF Maricopa)	
The undersigned Notary Public in and for the certify that Mark Shaughnessy whose name is sappeared before me this day in person and ackn delivered the instrument as their free and volumpurposes therein set forth. Given under my hand and notarial seal this	subscribed to the foregoing instrument, sowledged that they signed, sealed and tary act and deed for the uses and
2000.	
My commission expires: Sept 19. 2002	Notary Public Signature
☑ MARK SHAUGHNESSY appeared before me	Printed Name of Notary Public OFFICIAL SEAL SUZANNE L. TOOKER-ODELL NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Comm. Expires Sept. 19, 2002

RECORDED: 09/18/2000