

PATENTS ONLY



101689227

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

1. Name of conveying party(ies):
Paul Waxelbaum

*MRP
4.4.01*

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Symbol Technologies, Inc.**

Internal Address: _____

One Symbol Plaza, MS-A-6

Street Address: _____

City: **Holtsville** State: **NY** ZIP: **11742**

Additional name(s) & address(es) attached? Yes No

11036 U.S. PTO
09/825723
04/04/01

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **4/3/01**

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: **April 4, 2001**

A. Patent Application No.(s) _____

B. Patent No.(s) _____

09825723

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **DANIEL R. MCGLYNN, Reg. No. 26,570**

Internal Address: **Symbol Technologies, Inc.**

One Symbol Plaza, MS-A6

Street Address: _____

City: **Holtsville** State: **NY** ZIP: **11742**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

19-5407

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Signature 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.

Daniel R. McGlynn

Daniel McGlynn
Signature

4/4/01

Date

Name of Person Signing

3

Total number of pages including cover sheet, attachments, and document:

Record and Return to:
 Symbol Technologies, Inc.
 One Symbol Plaza
 Holtsville, NY 11742
 Att.: Legal Department

ASSIGNMENT

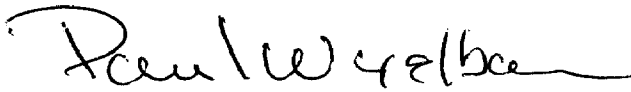
WHEREAS, PAUL WAXELBAUM, a citizen of the United States of America, residing at 64 Polo Club Drive, Freehold, New Jersey 07728 hereinafter called "ASSIGNOR", represent that he is the inventor of a new and original design for an **"BAR CODE DATA DRIVEN COMMUNICATIONS BY MOBILE COMPUTER TERMINALS OPERABLE IN WIRELESS NETWORKS"** for which an application for Letters Patent of the United States of America has been filed as Serial No. _____ on _____, and

WHEREAS, SYMBOL TECHNOLOGIES, INC., hereinafter called "ASSIGNEE", a corporation organized and existing under the laws of the State of Delaware and having an office for the transaction of business at One Symbol Plaza, Holtsville, New York 11742-1300, desires to acquire the entire right, title and interest in and to said application, and in and to said invention described and claimed in said application, and in and to any Letters Patent which may be obtained upon said application for said invention therein contained.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in them hand paid, and of other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said ASSIGNOR have sold, assigned and transferred, and do hereby sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said application and any continuations or continuations-in-part thereof, and in and to any Letters Patent which may be obtained thereon or therefor in the United States of America and all foreign countries, and in and to any reissues or extensions of any Letters Patent which may be granted for said invention, and in and to any improvements, additions to, or modifications of said invention, which the said ASSIGNOR may acquire by invention or otherwise, the same to be held and enjoyed by the said ASSIGNEE for its own use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which said Letters Patent or any reissues or extensions thereof may be granted, as fully and as entirely as the same might be held by said ASSIGNOR had this sale not been made, and the said ASSIGNOR hereby represent and warrant that they have not executed and will not execute any instrument inconsistent with the rights granted herein, and they hereby bind themselves and their heirs, executors, administrators and legal representatives to execute any and all papers and instruments and to do any and all acts which may be necessary or required by the said ASSIGNEE, in order to carry into full force and effect this sale, assignment and transfer, and the said ASSIGNOR further represent and warrant that they hereby bind themselves and their heirs, executors, administrators and legal representatives to communicate at any time, upon request to the said ASSIGNEE, its successors and assigns any facts relating to the said invention and the history thereof known to them or to their heirs, executors, administrators and legal representatives, and that they will testify as to the same in any interference to obtain or any other litigation to enforce the patent or patents which may be granted for said invention when requested to do so by the said ASSIGNEE, its successors or assigns.

The said ASSIGNOR hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent which may be granted for said invention to the said ASSIGNEE as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the said ASSIGNOR have hereunto set their hands and affixed their seal as of the date and year first below written.



PAUL WAXELBAUM

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On this 3rd day of April, 2001, before me personally came PAUL WAXELBAUM to me known and known to me to be the individual named in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



Notary Public

DANIEL R. McGLYNN
Notary Public, State Of New York
No. 24-4946478, Kings County
My Commission Expires 2/6/2008