

RECORD



J1017 U.S. PTO
10/162461
06/04/02

DOCKET NUMBER: CML00217R(72809)

102123845

To the Honorable Commissioner of Patents and Trademark

original documents or copy thereof.

1. Name of conveying party(ies):
 Patrick Smith
 Timothy Burke
 Daniel Grossman
 Patrick Maurer

08/04/02

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Motorola, Inc.
 Internal Address: Law Department
 Street Address: 1303 East Algonquin Road
 City: Schaumburg State: IL Zip: 60196

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

3 Name of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 5/29/02; 5/30/02

4. Application number(s) or patent number(s): *10/162461*
 If this document is being filed together with a new application, the execution date of the application is _____
 A. Patent Application No.(s)
 B. Patent No.(s)

Additional numbers attached? Yes No

6. Total number of applications and patents involved:

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Fitch, Even, Tabin & Flannery
 Internal Address: Attn: Steve Parmelee

06/13/2002 TDIAZ1 00000146 061135 10162461
01 FC:581 40.00 CH

Street Address: Suite 1600 - 120 S. LaSalle Street
 City: Chicago
 State: IL Zip: 60603

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 06-1135
 (Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

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

Romi N. Bose *[Signature]* 6-4-02
 Name of Person Signing Signature Date

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

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

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, **PATRICK SMITH, DEERFIELD, ILLINOIS; TIMOTHY BURKE, NORTON, MASSACHUSETTS; DANIEL GROSSMAN, NORWOOD, MASSACHUSETTS; PATRICK MAURER, WAYLAND, MASSACHUSETTS;** *PM 5/29/2002* 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 **SYSTEM FOR RETURN BANDWIDTH MINIMIZATION USING SELECTIVE SAMPLING** (Docket No. **CML00217R(72809)**), 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.

CML00217R(72809)

1

Timothy Burke
TIMOTHY BURKE

DATE: May 30, 2002

STATE OF MASSACHUSETTS)
)ss
COUNTY OF)

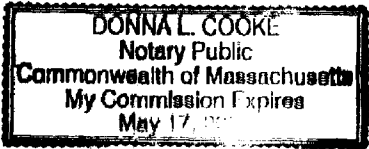
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Timothy Burke whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of MAY, 2002.

My commission expires: May 17, 2007

Donna L. Cooke
Notary Public Signature

Donna L. Cooke
Printed Name of Notary Public



Daniel Grossman
DANIEL GROSSMAN

DATE: 5/25/2002

STATE OF MASSACHUSETTS)
)ss
COUNTY OF)

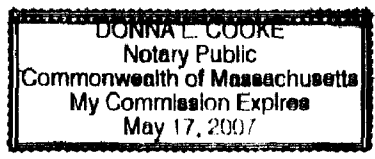
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Daniel Grossman whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of MAY, 2002.

My commission expires: 5/17/2007

Donna L. Cooke
Notary Public Signature

Donna L. Cooke
Printed Name of Notary Public



Patrick Maurer
PATRICK MAURER

DATE: 5/29/2002

STATE OF MASSACHUSETTS)
)ss
COUNTY OF)

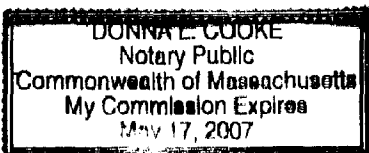
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Patrick Maurer whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of MAY, 2002.

My commission expires: 5/17/2007

Donna L. Cooke
Notary Public Signature

Donna L. Cooke
Printed Name of Notary Public



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.

Patrick Smith
PATRICK SMITH

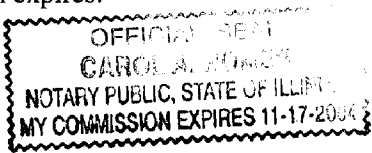
DATE: 5/29/02

STATE OF ILLINOIS)
)ss
COUNTY OF Cook)

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Patrick Smith 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 29th day of May, 2002.

My commission expires:



Carol A. Romer
Notary Public Signature

Carol A. Romer
Printed Name of Notary Public