

4-24-03

RE 1

04-29-2003



To the Honorable Commissioner of Patents

Documents or copy thereof.

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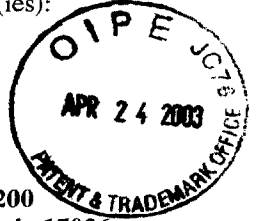
1. Name of conveying party(ies):

TRANSCORE HOLDINGS, INC.

Name and address of receiving party(ies):

Name: TransCore, LP

Address: 8158 Adams Drive
Liberty Centre, Building 200
Hummelstown, Pennsylvania 17036



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

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: April 9, 2003

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

10/273,159 (continuation of U.S. Patent No. 6,476,756)

B. Patent No.(s)

Additional numbers attached? Yes No

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

BLANK ROME LLP
THE FARRAGUT BUILDING
SUITE 1000
900 17TH STREET, NW
WASHINGTON, DC 20006



27557

PATENT TRADEMARK OFFICE

6. Total applications and patents involved: 1

7. Total fee (37 CFR 3.41):

- Enclosed \$40.00 (check# 5229)
- Authorized to be charged to deposit account

8. Deposit account number: 23-2185

(Attach duplicate copy of this page if paying by deposit account)

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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.

Michael C. Greenbaum

Name of Person Signing

Signature

April 24, 2003

Date

Registration Number: 28,419

Total number of pages including this cover sheet: 4

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Mail documents to be recorded with required cover sheet information to:

Do not detach this portion
Commissioner of Patents
Box Assignments
Washington, D.C. 20231

ASSIGNMENT NUNC PRO TUNC

THIS ASSIGNMENT is effective on the 10th of September, 2001. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TRANSCORE HOLDINGS, INC., a Delaware Corporation having a principal place of business at 8158 Adams Drive, Liberty Centre, Bldg. 200, Hummelstown, PA 17036 (hereinafter referred to as the "ASSIGNOR"), hereby assigns and transfers to TransCore, LP, a Delaware limited partnership, having a principal place of business at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, Pennsylvania 17036, UNITED STATES OF AMERICA, and its successors, assigns and legal representatives (hereinafter referred to as the "ASSIGNEE"), all of the right, title and interest of ASSIGNOR throughout the world in and to any and all inventions and improvements set forth in Schedule A attached hereto.

This Assignment includes all of ASSIGNOR's right, title and interest in, to and under the Patents and all divisions, renewals, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Patents in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Patents in any country or countries foreign to the United States hereby authorized, and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record ASSIGNEE as the owner of all such Patents and to issue all Letters Patent for said Patents to be in the name of the said ASSIGNEE, as assignee of the Patents, for the sole use of ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. The transferred rights include the right to collect any royalties, license fees, or other amounts related to the Patents owing from third parties, as well as the right to bring infringement or similar actions that may have accrued prior to this Agreement.

This Assignment includes the right to claim priority based on the filing date of the Patents and Patent Applications in Schedule A under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Conventions, and all other treaties of like purposes. This Assignment also includes the right to sue for past infringement of the above-mentioned Patents.

ASSIGNOR hereby covenants and agrees to and with the said ASSIGNEE, that, as of the effective date of this Assignment, the said ASSIGNOR was the sole and lawful owner of the entire right, title and interest in and to the said above-mentioned Patents, and that the said ASSIGNOR had good and full right and lawful authority to sell and convey the same in the manner herein set forth. ASSIGNOR hereby further covenants that no assignment, sale or agreement has been or will be made or entered into that would conflict with this Assignment.

ASSIGNOR further covenants for itself and its respective heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE and at the expense of ASSIGNEE all pertinent facts and documents relating to said inventions and said patents and legal equivalents as may be known and accessible to ASSIGNOR and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or

enforce said inventions, improvements, said above-mentioned Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any Letters Patent or Reissue Patent of said Patents or extension thereof to the said ASSIGNEE.

TANSCORE HOLDINGS, INC.

By: *[Signature]*
Claudia F. Wiegand
Senior Vice President

State of Pennsylvania)
) ss.
County of DAUPHIN)

Before me this 9th day of April, 2003, personally appeared Claudia F. Wiegand known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Notarial Seal
Joyce A. Carroll, Notary Public
Swatara Twp., Dauphin County
My Commission Expires Dec. 27, 2005

Member, Pennsylvania Association Of Notaries

Joyce A. Carroll
Notary Public
My Commission Expires: December 27, 2005

U.S. Issued Patents

<u>Title of Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
Automatic Real-Time Highway Toll Collection From Moving Vehicles	5,485,520	January 16, 1996
Method and Apparatus to Determine the Direction to a Transponder In A Modulated Backscatter Communication System	6,476,756	November 5, 2002