



## ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, **KEVIN A. RAUSCH**, residing at 8201 Hampton Valley Drive, Chesterfield, Virginia 23832, USA, a citizen of the United States of America, and **JOEL SOTO**, residing at 1608 S. First Avenue, Maywood, Illinois 60153 USA, a citizen of the United States of America, 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 **COMMUNICATION DEVICE** (Docket No. CS90094), described, illustrated and claimed in an application for Letters Patent of the United States of America serial number 29/178,807, filed on March 31, 2003, 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 therefore 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.

DATE: 7.1.03

KEVIN A. RAUSCH

Commonwealth  
STATE OF Virginia)  
COUNTY OF Henrico)<sup>ss</sup>

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that **KEVIN A. RAUSCH** 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 1<sup>st</sup> day of July, 2003.

My commission expires:

July 31, 2005  
Notary Public SignatureLinda Sharon Wilmoth  
Printed Name of Notary Public

Joel Soto  
JOEL SOTO

DATE: 7/10/03

STATE OF ILLINOIS  
COUNTY OF LAKE )ss

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that **JOEL SOTO** 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 10th day of July, 2003.

My commission expires:

6/14/06

Jennifer H. Magness  
Notary Public Signature

JENNIFER H. MAGNESS  
Printed Name of Notary Public

