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9. Statement and signature.

Charles Gorenstein, #29,271

Name of Person Signing/Reg. No.

Signature Signature

October 2, 2003

Total number of pages including cover sheet, attachments, and document: four (4)

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(Rev. 09/30/03)

Attorney Docket No. 2360-0339P 2360-0233P 2360-0238P

ASSIGNMENT

WHEREAS, ASCOM TECH AG, a corporation organized and existing under and by virtue of the laws of Switzerland, having an office at Berner Technopark, Morgenstrasse 129, CH-3018 Bern, Switzerland, is the owner of the entire right, title and interest in and to the following listed Letters Patent(s) in the United States by previous assignment(s);

- U.S. Patent No. 6,415,412 B2, issued July 2, 2002;
- U.S. Patent No. 6,025,791, issued February 15, 2000; and
- U.S. Patent No. 6,243,844 B1, issued June 5, 2001.

WHEREAS, <u>Keymile AG</u>, a corporation organized and existing under and by virtue of the laws of Switzerland, having an office at <u>Schwarzenburgstrasse 73</u>, <u>CH-3097 Liebefeld</u>, <u>Switzerland</u>, is desirous of acquiring the entire right, title and interest in and to the invention(s) described and claimed in said Letters Patent(s);

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, and said ASCOM TECH AG has sold, assigned and transferred and does hereby sell, assign and transfer unto the said Keymile AG, its successors and assigns, its entire undivided right, title and interest in and to the said Letters Patent(s) and the invention(s) therein contained,

PATENT REEL: 014546 FRAME: 0546 including the right to sue for past infringement, to be held and enjoyed by the said <u>Keymile AG</u>, its successors and assigns the same as it would have been held and enjoyed by <u>ASCOM TECH AG</u>, if this assignment and sale had not been made.

ASCOM TECH AG, hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interest granted herein and that ASCOM TECH AG will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and ASCOM TECH AG binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said Keymile AG, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said Keymile AG, its successors and assigns to file applications for improvements and inventions in any country where it may elect to file such applications, and that may be necessary to vest in the said Keymile AG, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, ASCOM TECH AG further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the said Keymile AG, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known

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to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said Keymile AG, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

Signed and sealed this 8 day of August, 2003.

ASCOM TECH AG,

Harkus Zimmomann Erwin Withe

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