

RECORDATION FORM COVER SHEET
PATENTS ONLY

DOCKET NUMBER: SC12845ZC

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

1. Name of conveying party(ies):
Luciano Zoso
Allan P. Chin
David P. Lester

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

2. Name and address of receiving party(ies)
Name: FREESCALE SEMICONDUCTOR, INC.
Internal Address: Law Department
Street Address: 6501 William Cannon Drive West
City: Austin State: TX Zip: 78735
Additional name(s) & address(es) attached? Yes No

3 Name of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: June 2, 2004.

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)
10/744,619
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: FREESCALE SEMICONDUCTOR, INC.
Internal Address:
MD: TX32/PL02
Street Address:
7700 West Parmer Lane
City: Austin
State: Texas Zip: 78729

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 503079, Freescale Semiconductor, Inc.
(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
Robert L. King 30,185
Name of Person Signing Robert L. King Signature 6/4/2004 Date
Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Mail Stop Patent Application, Commissioner of Patents, P. O. Box 1450, Alexandria, VA 22313-1450

SC12945ZC

CH \$40.00 503079 10744619

PATENT

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, LUCIANO ZOSO, CHANDLER, ARIZONA; ALLAN P. CHIN, PHOENIX, ARIZONA and, DAVID P. LESTER, PHOENIX, ARIZONA, signed 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 **BTSC ENCODER AND INTEGRATED CIRCUIT** (Docket No. **SC12945ZC**), 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.

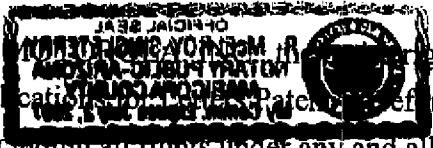
We covenant with MOTOROLA, INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

PATENT

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, LUCIANO ZOSO, CHANDLER, ARIZONA; ALLAN P. CHIN, PHOENIX, ARIZONA and, DAVID P. LESTER, PHOENIX, ARIZONA, signed 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 **BTSC ENCODER AND INTEGRATED CIRCUIT** (Docket No. SC12945ZC), 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.

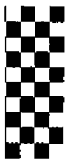
We hereby also sell, assign and transfer unto MOTOROLA, INC. the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and 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.

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.



Luciano Zoso
LUCIANO ZOSO

DATE: June 2, 2004

STATE OF Arizona)
COUNTY OF Maricopa)

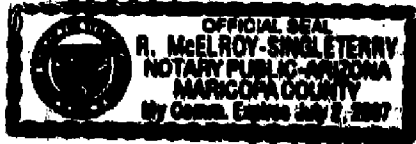
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Luciano Zoso whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act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

Given under my hand and notarial seal this 2 day of June, 2004.

My commission expires: July 2, 2007

R. McElroy Singletary
Notary Public Signature

R. McElroy Singletary
Printed Name of Notary Public



Allan P. Chin

ALLAN P. CHIN

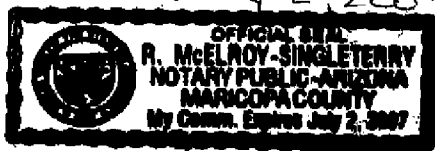
DATE: June 2, 2004

STATE OF Arizona)
COUNTY OF maricopa)

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Allan P. Chin 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 2 day of June, 2004.

My commission expires: July 2, 2007



R. McElroy-Singleton
Notary Public Signature

R. McElroy-Singleton
Printed Name of Notary Public

David Lester

DAVID LESTER

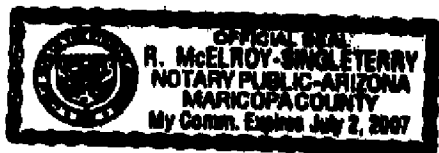
DATE: June 2 2004

STATE OF Arizona)
COUNTY OF maricopa)

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that David Lester 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 2 day of June, 2004.

My commission expires: July 2, 2007



R. McElroy-Singleton
Notary Public Signature

R. McElroy-Singleton
Printed Name of Notary Public