

01-20-2004



SHEET

U.S. DEPARTMENT OF COMMERCE

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

## 1. Name of conveying party(ies):

E.F. Charles LaBerge

1-12-04

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: January 12, 2004

## 2. Name and address of receiving party(ies):

Name: Honeywell International, Inc.

Address: 101 Columbia Road

City: Morristown

State/Prov.: NJ

Country: USA

ZIP: 07962

Additional name(s) &amp; address(es)

☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: January 12, 2004

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

☐ Yes ☒ No

10754570

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

Name: Matthew S. Luxton

Registration No. 41,960

Address: Honeywell International, Inc.

101 Columbia Road

Law Dept AB2

City: Morristown

State/Prov.: NJ

Country: USA

ZIP: 07962

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-1390

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

## 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.

Lawrence D. Eisen

Name of Person Signing

Signature

January 12, 2004

Date

5

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 014884 FRAME: 0202

031356 U.S. PTO  
10754570  
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JAN 12 2004

01 FEB 2001

H0004950-1633

**ASSIGNMENT**

WHEREAS, E.F. Charles LaBerge, residing at 8236 Burnley Road, Towson, Maryland, 21204, (hereinafter "Assignor") has invented certain new and useful improvements in

**USE OF SHORTENING AND PUNCTURING IN AN ADAPTIVE CODE FOR BAND  
AND TIME-SELECTIVE COMMUNICATIONS**

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

☒ Executed concurrently herewith

☐ Executed on

☐ Serial. No. , filed

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

☒ Serial. No. 60/440,018, filed January 15, 2003

in the U.S. Patent and Trademark Office; and

WHEREAS, Honeywell International, Inc. a corporation of the State of Delaware, having its principal office and place of business at 101 Columbia Road, Morristown, New Jersey 07962 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and

**ASSIGNMENT****H0004950-1633**

transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself and for his respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

**ASSIGNMENT****H0004950-1633**

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: \_\_\_\_\_

Filed: \_\_\_\_\_

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

## ASSIGNMENT

H0004950-1633

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this  
12 day of JANUARY, 2004.

SIGNATURE: E.F. Charles Laberge

NAME: E.F. CHARLES LABERGE

STATE OF MarylandCOUNTY OF Carroll County

I, Mary Baker, a Notary Public in and for the County  
and State aforesaid, do hereby certify that E.F. CHARLES LABERGE, personally known  
to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he/she signed, sealed,  
and delivered the said instrument as his/her free and voluntary act for the use and  
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this  
12 day of January, 2004.

(SEAL)

Mary Baker  
Notary Public

Commission Expires 11/1/2007