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DOCKET NUMBER: CE00338UM

To the Honorable Commissioner of Patents and Trade

102710495

ments or copy thereof.

1. Name of conveying party(ies):  
Rorie O'Neill  
Stephen Aftelak  
Maya Benson

11.18.03

2. Name and address of receiving party(ies)  
Name: Motorola, Inc.  
Internal Address: 1303 E. Algonquin Rd.

3. Name of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: October 21, 2003

Street Address: Law Department - 3rd floor  
City: Schaumburg State: IL Zip: 60196  
Additional name(s) & address(es) attached?  Yes  No

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 November 18, 2003.  
A. Patent Application No.(s)  
10478090

B. Patent No.(s)  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Motorola, Inc.  
Internal Address: 1303 E. Algonquin Rd.  
Street Address Law Department - 3rd floor  
City: Schaumburg  
State: IL Zip: 60196

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41) \$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: 502117  
(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.*  
Lalita W. Pace Reg#39,427  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and documents: 6

*Lalita W. Pace*  
Signature

November 18, 2003  
Date

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450  
NOV 18 2003 10 47 80 90  
NOV 18 2003 40.00 TR

## ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, We, O'NEILL, Rorie, AFTELAK, Stephen and BENSON, Maya 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 **ALLOCATION OF TIME SLOTS IN A CELLULAR COMMUNICATION SYSTEM** (Docket No. CE00338UM), 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.

R. O'Neill

O'NEILL, Rorie

DATE: 21.10.03

Paul Johnson

WITNESS

DATE: 21.10.03

[Signature]

WITNESS

DATE: 21.10.03

S. B. Afteleh  
AFTELAK, Stephen

DATE: 21/10/03

P. Randall  
WITNESS

DATE: 21/10/03

E. Villier  
WITNESS

DATE: 21-10-03

*MB Benson*

BENSON, Maya

DATE: 21/10/03

*[Handwritten signature]*

WITNESS

DATE: 21/10/03

*[Handwritten signature]*

WITNESS

DATE: 21/10/03