DOCKET NUMBER: BCS03723	2985267
1. Name of conveying party(les): Jeffrey R. Beasley Christopher G. Franck Matthew M. Julian	2. Name and address of receiving party(ies) Name: General Instrument Corporation Internal Address: Law Department
3 Name of conveyance: X Assignment Merger Security Agreement Change of Name	Street Address: <u>101 Tournament Drive</u> City: <u>Horsham</u> State: PA Zip: <u>19044</u>
Other Execution Date:3/15/05 and 3/17/05	Additional name(s) & address(es) attached? Yes X No
Additional numbers attached 5. Name and address of party to whom correspondence concerning document should be mailed: Name: MOTOROLA, INC.	Image: Provide state of a provide state
Internal Address:	 Enclosed X Authorized to be charged to deposit account 8. Deposit account number: 502117, MOTOROLA, INC.
Street Address: 101 Tournament Drive	
	(Attach duplicate copy of this page if paying by deposit account.)
101 Tournament Drive City: Horsham State: PA Zip: 19044 DO NOT	(Attach duplicate copy of this page if paying by deposit account.)
101 Tournament Drive City: Horsham State: PA Zip: 19044 DO NOT 9 Statement and signature. To the best of my knowledge and belief, the foregoing true copy of the Esteban A. Rockett	USE THIS SPACE g information is true and correct and any attached copy is a e original document. II - Amil - 2005 Date

Docket No. BCS03723

I. .

PATENT REEL: 016462 FRAME: 0635

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, Jeffery R. Beasley, Suwanee, Georgia; Christopher G. Franck, Decatur, Georgia; Matthew M. Julian, Sunrise, Florida, have sold, assigned and transferred, and do hereby sell, assign and transfer, unto GENERAL INSTRUMENT CORPORATION, a corporation of the State of Delaware, having its principal office in Horsham, State of Pennsylvania, 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 CAMERA TELEPHONE (Docket No. BCS03723) 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 GENERAL INSTRUMENT CORPORATION, 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 GENERAL INSTRUMENT CORPORATION, for the sole use and benefit of GENERAL INSTRUMENT CORPORATION, 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

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issue the patents of their respective countries to GENERAL INSTRUMENT CORPORATION

We agree that, when requested, we will, without charge to GENERAL INSTRUMENT CORPORATION, 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 GENERAL INSTRUMENT CORPORATION, its successors, assigns and legal representatives or nominees.

We covenant with GENERAL INSTRUMENT CORPORATION, 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.

1.00

	Phastau	DATE: 3/15/2005
Jeffery P	They	3/15/2005
	Signature	Date

Witness: Thomas W Usry Printed

Christopher G. Franck DATE: 3/15/2005

Witness:

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Signature

1 F

3/15/2005 Date

Witness: Thomas W Usry. Printed

Matthe M m _____ DATE: 3-17-05

/atthew M. Julia

Witness: <u>Signature</u> <u>3.17.05</u> Signature Date

Witness: <u>Scott H. Richzrós</u> Printed

RECORDED: 04/15/2005