| ٠   | Form: PTO-1595 12 -   | .20-2005 EXPRESS MAIL NO.: EV459377019US                                |  |  |  |  |
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| ā   |   |   |  |  |  |  |
|   | To the Honorable Commissioner of Patents and Tradema 10   | 3140338 copy thereof.   |  |  |  |  |
| 0   | Name of conveying party(ies):   | 2. Name and address of receiving party(ies)                             |  |  |  |  |
| مح  | Jeong J. Ma<br>Thomas E. Gitzinger  | Name: Motorola, Inc.  |  |  |  |  |
| ·<br>기  | David P. Townsend   | ]   |  |  |  |  |
| ,   |   | Internal Address: Law Department  |  |  |  |  |
|   | Additional name(s) of conveying party(ies) attached?  Yes X No  | = ==  |  |  |  |  |
|   | 3 Name of conveyance:   | Street Address: 1303 East Algonquin Road                                |  |  |  |  |
|   | X Assignment Merger   |   |  |  |  |  |
|   | Security Agreement Change of Name   | City: <u>Schaumburg</u> State: <u>IL</u> Zip: <u>60196</u>              |  |  |  |  |
|   | Other   |   |  |  |  |  |
|   | Execution Date: 12/09/05, 12/09/05, 12/09/05  | Additional name(s) & address(es) attached? Yes X No                     |  |  |  |  |
| 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 12/12/05.  A. Patent Application No.(s)  B. Patent No.(s) |   |   |  |  |  |  |
| ļ   |   |   |  |  |  |  |
|   |   |   |  |  |  |  |
|   | Additional numbers attached? Yes No   |   |  |  |  |  |
|   |   |   |  |  |  |  |
|   | <ol><li>Name and address of party to whom correspondence concerning<br/>document should be mailed:</li></ol>  | 6. Total number of applications and patents involved:                   |  |  |  |  |
|   | Name: MOTOROLA, INC.  | 7. Total fee (37 CFR 3.41) \$40.00                                      |  |  |  |  |
|   | Internal Address:   | Enclosed  |  |  |  |  |
|   | AS437   |   |  |  |  |  |
| - 1   |   | X Authorized to be charged to deposit account                           |  |  |  |  |
| - 1   | Street Address:   | Deposit account number: 502117     Deposit account name: Motorola, Inc. |  |  |  |  |
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|   | City: Libertyville  |   |  |  |  |  |
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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 |   |  |  |  |  |
| j   | the origi   | nal document  |  |  |  |  |
| $\overline{}$   | David S. Noskowicz  Name of Person Signing  | Signature Date  |  |  |  |  |
| ĺ   | Total number of pages including cover sheet, attachments, and document  | hs: / 4 )   |  |  |  |  |
| Mail documents to be recorded with required cover sheet information to:  Mail Stop Design, Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450      |   |   |  |  |  |  |
|   |   |   |  |  |  |  |
|   | /2005 DBYRNE 00000113 502117 29244570 \<br>:8021 40.00 BA   |   |  |  |  |  |

PATENT REEL: 017322 FRAME: 0502

PATENT DESIGN

## ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, JEONG J. MA, BUFFALO GROVE, IL; THOMAS E. GITZINGER, PALATINE, IL; and DAVID P. TOWNSEND, VILLAGE OF LAKEWOOD, IL, 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 AMICROPHONE BOOT OR SIMILAR ARTICLES (Docket No. CS28287RS), 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.

CS28287RS

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PATENT REEL: 017322 FRAME: 0503

| A                          | ella                         | $\sim$             | DATE:  | Dec - 4-05  | _     |
|----------------------------|------------------------------|--------------------|--|---|-------|
| JEONG J. MA                |                              |                    |  |   |       |
| STATE OF                   | IL                           | )                  |  |   |       |
| COUNTY OF                  | LAKE                         | )ss<br>)           |  |   |       |
| J. Ma whose n acknowledged | ame is subs<br>that they sig | cribed to the fore | going instrument, as<br>delivered the instru | ate aforesaid, do hereby certify that Jopeared before me this day in personment as their free and voluntary act a | n and |

Given under my hand and notarial seal this 97H day of Occumber

My commission expires:

6/14/06

TENNIFER H. MAGNESS
Printed Name of Notary Public

| THOMAS E. GITZINGER  DATE:   | 2/9/5   |  |  |  |  |
|--|---|--|--|--|--|
| STATE OF IL )  |   |  |  |  |  |
| COUNTY OF LAKE )   |   |  |  |  |  |
| S OFFICIAL S   | g instrument, appeared before me this day ered the instrument as their free and orth. |  |  |  |  |
| DAVID P. TOWNSEND  DATE:   | 12/09/05  |  |  |  |  |
| STATE OF IL )  |   |  |  |  |  |
| COUNTY OF LAKE )   |   |  |  |  |  |
| The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that David P. Townsend 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 |   |  |  |  |  |
| My commission expires:   | Janks W. Thogners  JENNIFER H. MAGNESS  |  |  |  |  |
| OFFICIAL SEAL JENNIFER H MAGNESS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION ESPIRES: 06/14/05  | TENNIFER H. MAGNESS<br>Printed Name of Notary Public                                  |  |  |  |  |

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**RECORDED: 12/12/2005** 

PATENT REEL: 017322 FRAME: 0505