

12-21-2005



EET

To the Director of the U.S. Patent and Trademark Office, send documents or the new address(es) below.

103141118

12.13.05

1. Name of conveying party(ies)/Execution Date(s):

Christopher G. Ware  
Randy L. Ekl  
Anthony R. Metke

Execution Date(s) 12/13/2005

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

2. Name and address of receiving party(ies)

Name: General Instrument Corporation

Internal Address: \_\_\_\_\_

Street Address: 101 Tournament Drive

City: Horsham

State: PA

Country: USA

Zip: 19044

Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Lawrence T. Cullen

Internal Address: \_\_\_\_\_

Motorola, Inc.

Street Address: 101 Tournament Drive

City: Horsham

State: Pennsylvania

Zip: 19044

Phone Number : (215) 323-1000

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50217  
Authorized User Name MOTOROLA, INC

9. Signature :

[Signature]

Signature

12/13/05

Date

12/20/2005 DBYRNE 00000157 502117 11301855

01 FC:0021 40.00 DA Lawrence T. Cullen / Reg. No. 44,489

Name of Person Signing

Total number of pages, sheet, attachments, and documents including cover

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

113015 U.S. PTO  
11/30/05  
121305

Atty. Dkt. No. BCS03914

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

1)	CHRISTOPHER G. WARE	2)	RANDY L. EKL
3)	ANTHONY R. METKE		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**METHOD AND APPARATUS FOR PACKET SCHEDULING IN A WIRELESS NETWORK**

enclosed herewith; and

WHEREAS, General Instrument Corporation, a corporation of the State of Pennsylvania, having a place of business at 101 Tournament Drive, Horsham, Pennsylvania 19044 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said

Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) Dec 13, 2005 (DATE)   
CHRISTOPHER G. WARE

1) Dec. 13, 2005 (DATE)   
RANDY L. EKL

1) Dec, 13, 2005 (DATE)   
ANTHONY R. METKE

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