

08-10-2006



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

FINANCE SECTION

1. Name of conveying party(ies)

SENDO INTERNATIONAL LIMITED  
SENDO LIMITED  
SENDO HOLDINGS PLC

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

2. Name and address of receiving party(ies)

Name: MOTOROLA, INC.

Internal Address: IL01

Street Address: 1303 E. ALGONQUIN ROAD

City: SCHAUMBURG

State: IL

Country: US Zip: 60196

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 29, 2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other ADMINISTRATION SALE OF ASSETS AGREEMENT

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

CONTINUATION OF APPLICATION NO.(S) ON ATTACHED PAGE

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: MOTOROLA, INC.

Internal Address: IL93

Street Address: 600 NORTH U.S. HIGHWAY 45

City: LIBERTYVILLE

State: IL Zip: 60048

Phone Number: 847-523-2322

Fax Number: 847-523-2350

Email Address: www.docketing.libertyville@Motorola.com

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 920.00

- 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 50-2117

Authorized User Name HISASHI D. WATANABE

9. Signature:

*H. D. Watanabe*  
Signature

*Aug 7, 2006*  
Date

920.00 DA

HISASHI D. WATANABE REG. NO. 37,465

Name of Person Signing

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

45

08/09/2006  
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DOCKET NO.	APPLICATION NO.	PATENT NO.
CS16001	10/483708	
CS16004	10/486175	
CS16006	10/064992	
CS16008	10/065016	6734555
CS16008 01	10/605111	6900544
CS16016	10/065895	
CS16020	10/248596	
CS16021	10/506150	
CS16023	10/249016	
CS16024	10/507980	
CS16025	10/510076	
CS16026	10/510904	
CS16027	10/512958	
CS16028	10/248908	
CS16034	10/249984	
CS16045	10/574116	
CS16051	10/574239	
CS16054	11/331804	
CS16062	10/468503	
CS16087	10/432180	
CS16088	10/432062	
CS16090	10/483273	
CS16094	11/332446	

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**Dated 29 June 2005**

**ADMINISTRATION SALE OF ASSETS AGREEMENT**

between

- (1) **SENDO INTERNATIONAL LIMITED**  
(in administration)  
**SENDO LIMITED**  
(in administration)  
**SENDO HOLDINGS PLC**  
(in administration)
- (2) **THE ADMINISTRATORS**
- (3) **MOTOROLA, INC.**  
**MOTOROLA LIMITED**

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**WHITE & CASE**  
5 Old Broad Street  
London EC2N 1DW

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**BETWEEN:**

- (1) **Sendo International Limited** (in administration) a company registered in the Cayman Islands and in England as a foreign company under number FC 022925 whose registered office is at 4 Floor Harbour Centre, PO Box 613 Georgetown, Grand Cayman, Cayman Islands ("SIL"); **Sendo Limited** (in administration) a company registered in England under number 3718220 whose registered office is at Sendo Base Station, Hatchford Way, Sheldon, Birmingham B26 3RZ ("SL"); and **Sendo Holdings Plc** a company registered in England under number 4035460 whose registered office is at Sendo Base Station, Hatchford Way, Sheldon, Birmingham, B26 3RZ ("Holdings"); each acting by its administrators Simon Jonathan Appell and Alastair Paul Beveridge Insolvency Practitioners of Kroll, 10 Fleet Place, London EC2M 7RB (the "Administrators") (together the "Sellers");
- (2) **THE ADMINISTRATORS;**
- (3) **Motorola, Inc.** a company incorporated under the laws of Delaware USA whose registered office is at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, USA ("Motorola, Inc."); and **Motorola Limited** a company registered in England under number 912182 whose registered office is at Jays Close, Viables Industrial Estate, Basingstoke, Hants, RG22 4PD ("Motorola UK") (together the "Buyers").

**RECITALS:**

- (A) The Sellers are companies incorporated on the dates shown in schedule 1 with limited liability.
- (B) The Administrators were appointed joint administrators of the Sellers by orders of the court on the dates shown in schedule 1.
- (C) Each Seller has agreed to sell its interest in its development activities and certain of its assets to the Buyers at the price and on the terms set out below.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 The definitions of the parties shall apply throughout this agreement.
- 1.2 Words and phrases defined in section 61 Law of Property Act 1925, the Companies Act 1985, the Insolvency Act 1986, the Insolvency Act 2000, the Enterprise Act 2002 and the Insolvency Rules 1986 (as amended) shall bear the same meanings in this agreement, except where expressly defined in this clause 1.
- 1.3 In this agreement the headings and the index are for convenience only and shall not affect its construction or meaning.

- 1.4 References in this agreement to any statute, statutory instrument, or regulation shall mean a reference to that provision as amended from time to time, or re-enacted or re-made in the process of consolidation.
- 1.5 References to "this agreement" shall mean and include references to its recitals and schedules, except where the context otherwise requires.
- 1.6 Each clause and sub-clause of this agreement shall be construed, except where the context or terms expressly so require, without reference to any other clause or sub-clause and as a distinct and separate provision.
- 1.7 This agreement shall, as regards any of its provisions remaining to be performed or capable of taking effect after completion, remain in full force and effect notwithstanding completion.
- 1.8 For the purpose of any acknowledgements or agreements as to, or provisions of exclusions of liability or indemnity in favour of the Administrators in this agreement, references to the Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words Kroll, any successor or merged firm and the partners, shareholders, offices and employees of the entity or partnership.
- 1.9 In this agreement, and except where the context otherwise requires, the words and expressions set out below shall have the meanings respectively given to them:

**"Intellectual Property Rights"**: all business names, trade marks (registered or unregistered), service marks, logos, trade dress (including all goodwill connected to such unregistered rights), Patents, designs, design rights, database rights and copyrights (including without limitation rights in computer software), the Domain Names and Websites, all rights in Technical Information, e-mail address lists and all other intangible property rights or intellectual property rights owned by the Sellers on the Transfer Date in each case in any part of the world and whether registered or not and any applications for any of the above. A non-exhaustive list of the registered designs, Patents and trade marks and applications therefor to be included in the Intellectual Property Rights are set out in Schedule 6 to this agreement;

**"IPR"**: all business names, trade marks (registered or unregistered), service marks, logos, trade dress, patents, designs, design rights, database rights and copyrights (including without limitation rights in computer software), domain names and websites, all rights in Technical Information, e-mail address lists and all other intangible property rights.

**"IP Agreements"**: to the extent the same are transferable the benefit (subject to the burden) of all agreements, assignments, licences, authorisations and permissions (express or implied and whether or not contractual and whether or not in writing) pertaining to the use, enjoyment or exploitation of any Intellectual Property Rights including, without limitation, all such relating to the Domain Names and the development, design, hosting, maintenance and use of the Websites;



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**“Transferred Assets”:**

- (a) the Intellectual Property Rights;
- (b) the Plant and Equipment;
- (c) the Assigned Technical Information;
- (d) the IP Agreements;
- (e) the Assigned Software; and
- (f) the Transferred Records.

It excludes the Retained Assets, which shall remain with the Sellers, and any asset the transfer, surrender, disposal or dealing of or with which, or any part of or interest in which, would or might cause or occasion a breach of third party rights whether or not in the nature of intellectual property rights, or be otherwise contrary to any relevant law or regulation;

**"Transferred Records"**: all personnel, technical, manual, research and development files, data and laboratory books and all other documents, papers and records (however stored) of the Sellers relating to the Business or the Intellectual Property Rights which, as a matter of law, a liquidator or HM Customs & Excise may be entitled to have, or to have access to, from time to time but not including the Retained Records;

**2. SALE AND PURCHASE**

**2.1** Each Seller acting by the Administrators, agrees to sell and each Buyer agrees to buy such right, title and interest as that Seller has in the Transferred Assets on the terms set out in this agreement and as follows:-

Motorola, Inc.—the Intellectual Property Rights, the Assigned Technical Information, the IP Agreements and the Assigned Software, Transferred Records to the extent relating to the Intellectual Property Rights.

Motorola UK the Plant and Equipment and the other Transferred Records.

The benefit of this agreement may not be sold, assigned, charged or otherwise dealt with by the Buyers (other than to any Affiliate of the Buyers) without the Administrators' prior written consent.

**3. CONSIDERATION**

**3.1** The price payable by the Buyers on the Transfer Date (the "Price") shall be the sum of \_\_\_\_\_ plus any VAT thereon, apportioned among the Sellers and the Transferred Assets as follows:

	SIL (US\$)	SL (US\$)	Holdings (US\$)
Plant and Equipment			
VAT on Plant and Equipment			
Intellectual Property Rights			

The total amount payable with respect to the Plant and Equipment is referred to as the "UK consideration".

The total amount payable in respect of the Intellectual Property Rights is referred to as the "US consideration".

**3.3** The Consideration shall be payable without any set-off, counterclaim, retention or deduction, any right to which is expressly waived by the Buyers and shall be made by transfer of cleared funds.

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**SCHEDULE 6**

**THE INTELLECTUAL PROPERTY RIGHTS**

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of each of the Sellers by one of )  
THE ADMINISTRATORS as their )  
Agent without personal liability )

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(Administrator)

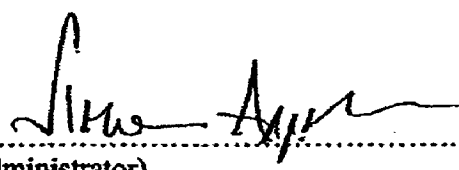
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of Motorola, Inc. )

.....  
(Authorized Officer)

SIGNED for and on behalf )  
of Motorola Limited )

.....  
(Director)

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of each of the Sellers by one of )  
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Agent without personal liability )

  
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(Administrator)

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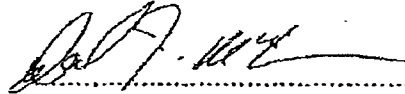
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