

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HighwayMaster, L.P.	06/22/1994
RECEIVING PARTY DATA	
Name:	HM Holding Corporation
Street Address:	16479 Dallas Parkway
Internal Address:	Suite 710
City:	Dallas
State/Country:	TEXAS
Postal Code:	75248
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5544225
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 626-6424
Email:	apsi@fr.com
Correspondent Name:	Phyllis K. Kristal
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	20235-032002
NAME OF SUBMITTER:	Tonya Bass Hunter
Total Attachments: 5	
source=20235-032002 Assignment#page1.tif	
source=20235-032002 Assignment#page2.tif	

CH \$40.00 5544225

500152811

PATENT
REEL: 018268 FRAME: 0031

source=20235-032002 Assignment#page3.tif

source=20235-032002 Assignment#page4.tif

source=20235-032002 Assignment#page5.tif

PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, HighwayMaster L.P. (hereinafter Assignor), a Delaware limited partnership, having a principal office address of 16479 Dallas Parkway, Suite 710, Dallas, Texas 75248, is the sole and exclusive owner of the entire right, title, and interest in and to patent applications filed in the United States of America listed in Exhibit A attached hereto, and the inventions described and claimed therein; and

WHEREAS, HM HOLDING CORPORATION (hereinafter Assignee), a Delaware corporation, having a principal office address of 16479 Dallas Parkway, Suite 710, Dallas, Texas 75248, desires to acquire the entire right, title and interest in and to the patent applications listed in attached Exhibit A, together with the inventions described and claimed therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to:

(1) the patent applications listed in attached Exhibit A, and the inventions described and claimed therein, as well as all continuations, divisions, and continuations-in-part of said patent.

REEL 104 | FRAME 061

applications, and all reissues, reexaminations, and extensions of the term of any patent issuing on said patent applications, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which such patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; and

(2) all claims for damages by reason of past or future infringement of such patents, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives.

Assignor further agrees that it will, at any time upon request, execute and deliver any and all lawful papers that may be necessary or desirable to perfect the titles to Assignee and its successors, assigns, or other legal representatives to such patent applications, and the inventions described therein.

REEL 7041 FRAME 062

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this Agreement on the date and in the capacity shown below.

HighwayMaster L.P.

By: William C. Kennedy, Jr.
Title: William C. Kennedy, Jr.
President of By-Word
Technologies, Inc.,
General Partner
Date: 6/22/94, 1994

HM Holding Corporation

By: William C. Saunders
Title: William C. Saunders
President and
Chief Operating Officer
Date: 6/22/94, 1994

REEL 1041 FRAME 063

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on the 22
day of JUNE, 1994, by William C. Kennedy, Jr.,
President of By-Word Technologies, Inc., a Texas corporation,
General Partner of HighwayMaster L.P., a Delaware limited
partnership, on behalf of said HighwayMaster L.P.



Notary Public

H. Tucker Morgan

Printed Name of Notary:

My Commission Expires:

7-21-97

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on the 22
day of JUNE, 1994, by William C. Saunders,
President and Chief Operating Officer of HM Holding Corporation, a
Delaware corporation, on behalf of said HM Holding Corporation.



Notary Public

H. Tucker Morgan

Printed Name of Notary:

My Commission Expires:

7-21-97

REEL 704 | FRAME 064

EXHIBIT A
Pending U.S. Patent Applications

Serial No.	Filing Date	Title
08/095,166	07/20/93	Method and Apparatus for a Nation-Wide Cellular Telephone Network
08/175,256	12/28/93	Data Messaging in a Communications Network

REEL 1041 FRAME 65

JUN 27 94

RECORDED
PATENT AND TRADEMARK
OFFICE

DAL01:31361.1