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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Christopher G. Franck	02/13/2007
Jeffery R. Beasley	02/13/2007
Nate C. Lynch	02/10/2007

RECEIVING PARTY DATA

Name:	General Instrument Corporation
Street Address:	101 Tournament Drive
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29250704

CORRESPONDENCE DATA

Fax Number: (215)323-1300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-323-1850

Email: docketing.horsham@motorola.com

Correspondent Name: Motorola, Inc.

Address Line 1: 101 Tournament Drive

Address Line 4: Horsham, PENNSYLVANIA 19044

ATTORNEY DOCKET NUMBER:	BCS04373

NAME OF SUBMITTER: Thomas Bethea Jr.

Total Attachments: 4

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PATENT REEL: 018902 FRAME: 0586

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ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, Christopher G. Franck, Decatur, GA; Jeffery R. Beasley, Suwanee, GA, and Nate C. Lynch, Hollywood,, FL, 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 PHONE HANDSET (Docket No. BCS04373), 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 GENERAL INSTRUMENT CORPORATION 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.

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Date. <u>13Feb07-</u>
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JEFFER	BEASLEY			
WITNESS:	Signature Signature	Date:	1352607	
WITNESS:	O.S. Nixm			
NATE C. LY	NCH	DATE:		
WIL O. ET	/			
WITNESS: (DUXIN	Date:	13 Feb07	
	Signature /			
WITNESS:	C.S. Nixon Printed			

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Yea Williams	Date: _	2/10/01	
Signature Lea miller	Date: _	2/16/61	
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RECORDED: 02/19/2007