

04-07-1999



101002963
RECORDATION COVER SHEET
TRADEMARKS ONLY

MAP
3-29-99

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. The name and address of the party conveying the interest is:

Apple Computer, Inc.
a California corporation
1 Infinite Loop
Cupertino, California 95014

2. The name and address of the party receiving the interest is:

Motorola, Inc.
a Delaware corporation
1303 East Algonquin Road
Schaumburg, Illinois 60196

3. The interest conveyed is an Assignment with goodwill.

4. The registration number(s) against which the document is to be recorded are:

1,919,309

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

Melody L. Schottle
Motorola, Inc.
Intellectual Property Department
1303 East Algonquin Road
Schaumburg, Illinois 60196

6. The number of applications and/or registrations identified in the cover sheet is one (1), and the total fee is \$40.00. Please charge this amount to Deposit account number 13-4765. A duplicate copy of this page is attached.

7. The document attached was executed on February 16, 1999.

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04/06/1999 VBRDMN

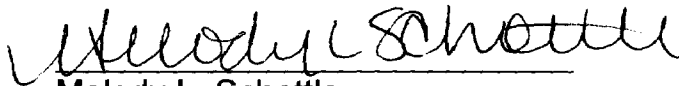
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TRADEMARK
REEL: 1878 FRAME: 0822

8. The total number of pages of the attached document, including any attachments is 2.

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,



Melody L. Schottle

Signed: March 26, 1999

WORLDWIDE GENERAL ASSIGNMENT OF STARCORE TRADEMARKS

WHEREAS, Apple Computer, Inc., a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, CA 95014 ("Assignor") is the owner of the trademark STARCORE (the "Mark"), has used the Mark, filed certain applications to register the Mark and has obtained registrations for the Mark in the United States of America and in other countries as set forth in Exhibit A of this Worldwide General Assignment; and

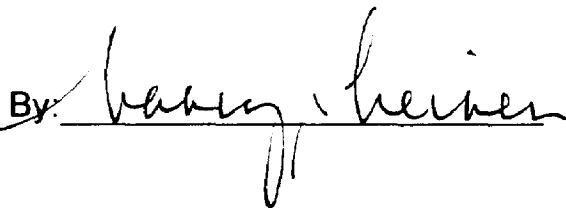
WHEREAS, Motorola, Inc., a Delaware corporation with its principal place of business at 1303 E. Algonquin Rd., Schaumburg, Illinois 60196 ("Assignee") wishes to acquire the Mark and all of Assignor's rights in and to the Mark from Assignor;

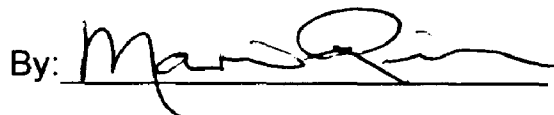
NOW, THEREFORE, for good and valuable consideration in the amount of USD \$50,000 (Fifty Thousand US Dollars), receipt of which is hereby acknowledged, Assignor sells, assigns, and transfers its entire right, title and interest in the Mark including all pending applications filed therefor and all registrations obtained therefor as identified in Exhibit A of this agreement, and any and all common-law rights accrued in the mark throughout the world, together with the goodwill of the business associated with the Mark, to Assignee.

Assignor hereby further agrees and promises to execute all instruments and render all such assistance as Assignee may require in order to confirm in Assignee legal title to the Mark in the national and regional trademark offices of all relevant countries, all without charge to Assignor but at the expense of Assignee.

APPLE COMPUTER, INC.

MOTOROLA, INC.

By: 

By: 

Name: Nancy R. Heinen

Name: MARIO RIVAS

Title: Sr. Vice President
General Counsel & Secretary

Title: V.P. & G.M.
Wireless Subscriber Group

Date: February 15, 1999

Date: FEB. 16, 1999

EXHIBIT A

| Country | Mark | Appln. No. | Appln. Date | Reg. No. | Reg. Date | Class |
|----------------|----------|------------|-------------|------------|-----------|---------------|
| Argentina | STARCORE | 1.888.569 | 8/13/93 | 1.517.811 | 4/29/94 | 9 |
| Argentina | STARCORE | 1.888.570 | 8/13/93 | 1.517.812 | 4/29/94 | 16 |
| Argentina | STARCORE | 1.888.571 | 8/13/93 | 1.517.813 | 4/29/94 | 28 |
| Argentina | STARCORE | 1.888.572 | 8/13/93 | 1.517.814 | 4/29/94 | 35 |
| Australia | STARCORE | 609,819 | 8/23/93 | A609,819 | 8/23/93 | 9 |
| Australia | STARCORE | 609,821 | 8/23/93 | A609,821 | 8/23/93 | 16 |
| Australia | STARCORE | 609,822 | 8/23/93 | A609,822 | 8/23/93 | 28 |
| Australia | STARCORE | 609,823 | 8/23/93 | A609,823 | 8/23/93 | 41 |
| Benelux | STARCORE | 801,791 | 8/13/93 | 537,330 | 8/13/93 | 9,16,28,41 |
| Brazil | STARCORE | 817449418 | 8/31/93 | 817449418 | 5/2/95 | 28(28.10) |
| Brazil | STARCORE | 817448721 | 8/31/93 | 817448721 | 5/9/95 | 40(40.15) |
| Brazil | STARCORE | 817449264 | 11/17/93 | 817449264 | 3/19/96 | 16(16.20) |
| Brazil | STARCORE | 817449400 | 8/31/93 | 817449400 | 6/6/95 | 9(09.40) |
| Canada | STARCORE | 0734,913 | 8/13/93 | TMA432,880 | 9/2/94 | |
| France | STARCORE | 93480723 | 8/18/93 | 93480723 | 8/18/93 | 9,16,28,35,41 |
| Germany | STARCORE | A55161/9Wz | 8/14/93 | 2073790 | 8/3/94 | 9,16,28,41,42 |
| Hong Kong | STARCORE | 9308676 | 8/17/93 | 10643/96 | 8/17/93 | 9 |
| Hong Kong | STARCORE | 9308677 | 8/17/93 | 10644/96 | 8/17/93 | 16 |
| Hong Kong | STARCORE | 9308678 | 8/17/93 | 10645/96 | 8/17/93 | 28 |
| Hong Kong | STARCORE | 9308679 | 8/17/93 | 6714/95 | 8/17/93 | 41 |
| Japan | STARCORE | 122161/93 | 12/7/93 | 3225432 | 11/29/96 | 9 |
| Japan | STARCORE | 122156/93 | 12/7/93 | 3204234 | 9/30/96 | 28 |
| Japan | STARCORE | 122157/93 | 12/7/93 | | | 42 |
| Mexico | STARCORE | | | 463,027 | 8/20/93 | 9 |
| Mexico | STARCORE | | | 443,645 | 10/16/93 | 16 |
| Mexico | STARCORE | | | 446,494 | 8/20/93 | 28 |
| Mexico | STARCORE | | | 443,644 | 10/16/93 | 35 |
| Spain | STARCORE | 1794386 | 12/13/93 | 1794386 | 9/20/94 | 28 |
| Spain | STARCORE | 1794384 | 12/14/93 | 1794384 | 9/20/94 | 9 |
| Spain | STARCORE | 1794385 | 12/14/93 | 1794385 | 9/20/94 | 16 |
| Spain | STARCORE | 1794387 | 12/14/93 | 1794387 | 4/20/94 | 35 |
| Sweden | STARCORE | 9307425 | 8/18/93 | 259139 | 6/23/94 | 9,16,28,38 |
| Taiwan | STARCORE | 82042860 | 8/30/93 | 630718 | 2/1/94 | 9 (72-N) |
| Taiwan | STARCORE | 82042861 | 8/30/93 | 632850 | 2/16/94 | 16 (49-N) |
| Taiwan | STARCORE | 82042865 | 8/30/93 | 71252 | 7/16/94 | 35 (8-N) |
| Taiwan | STARCORE | 82042863 | 8/30/93 | 635474 | 3/1/94 | 9 (86-N) |
| Taiwan | STARCORE | 82042864 | 8/30/94 | 69131 | 3/1/94 | 38 (2-N) |
| United Kingdom | STARCORE | 1545327 | 8/18/93 | 1545327 | 8/18/93 | 41 |
| United Kingdom | STARCORE | 1545326 | 8/18/93 | 1545326 | 8/18/93 | 28 |
| United Kingdom | STARCORE | 1545325 | 8/18/93 | 1545325 | 8/18/93 | 16 |
| United Kingdom | STARCORE | 1545324 | 8/18/93 | 1545324 | 8/18/93 | 9 |
| United States | STARCORE | 74/420,835 | 8/2/93 | 1,919,309 | 9/19/95 | 9 |