

05/06/00

05-24-2000



TRADEMARK  
Docket No. 1002-4018

MWD  
S. 8. w

IN THE UNITED

101365691

ARK OFFICE

TRADEMARK RECORDATION COVER SHEET

HON. COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENTS  
Washington, D.C. 20231

Sir:

Please record the attached original documents or copies thereof.

OPR/FINANCE  
MAY -3 PM 2:31

1. Submission Type:

- New
- Resubmission (Non-Recordation) – Document ID# \_\_\_\_\_
- Correction of PTO Error: Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document: Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

2. Name Of Conveying Party(ies):

Name: Harris Corporation

Formerly \_\_\_\_\_

Execution Date (Month/Day/Year) March 27, 2000

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other \_\_\_\_\_

Citizenship/State of Incorporation Delaware

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

3. Name and address of receiving party(ies):

Name: Orange Personal Communications Services Limited

DBA/AKA/TA: \_\_\_\_\_

Address: St. James Court, Great Park Road, Almondsbury Park, Bradley Stoke

City Bristol Country: United Kingdom

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-
- Other \_\_\_\_\_

Citizenship/State of Incorporation: United Kingdom

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TRADEMARK  
REEL: 002078 FRAME: 0245

If assignee is not domiciled in the U.S., a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment).

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

4. Conveyance Type:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger                   |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name           |
| <input type="checkbox"/> License               | <input type="checkbox"/> Nunc Pro Tunc Assignment |
| <input type="checkbox"/> Other                 |   |

Effective Date: \_\_\_\_\_ (if nunc pro tunc assignment)

5. Application Number(s) and marks or Registration Number(s) and marks:

Trademark Application No.(s) \_\_\_\_\_ (Mark: \_\_\_\_\_ ); \_\_\_\_\_

Trademark registration No.(s) 2122494 (Mark: WIREFREE); \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Dickerson M. Downing, Esq. c/o Morgan & Finnegan L.L.P.

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

Street Address: 345 Park Avenue

City New York State New York ZIP 10154

Area Code and Telephone Number (212) 415-8752

7. Total number of applications and registrations involved: 1

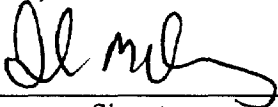
8. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed  
 Authorized to be charged to deposit account

9. Deposit Account Number: 13-4500. Authorization to charge additional fees to deposit account:  Yes  No

10. Statement and Signature

*Charges to deposit account are authorized, as indicated herein*

Dickerson M. Downing  5-4-90  
Name of Person Signing Signature Date

Total amount of pages in cover sheet: 3

FORM: REC-TM.NY  
Rev. 10/04/94

## ASSIGNMENT

THIS ASSIGNMENT is effective this 27<sup>th</sup> day of March 2000 and is by and between Harris Corporation, a Delaware corporation, with a place of business at 1025 West NASA Boulevard, Melbourne, Florida, 32919, United States of America ("Assignor") and Orange Personal Communications Services Limited, of St. James' Court, Great Park Road, Almondsbury<sup>Park</sup>, Bradley Stoke, Bristol, United Kingdom ("Assignee").

WHEREAS the Assignor is the proprietor of the trademark registration set forth in Schedule 1 to this Agreement (the "Trade Mark") registered on the Supplemental Register of the United States Patent and Trademark Office.

AND WHEREAS the Assignor has agreed to assign to the Assignee all of Assignor's right title and interest in and to and ownership of the Trade Mark together with the whole of the goodwill and user rights associated with the Trade Mark in the business relating thereto upon the terms and conditions hereinafter mentioned.

### NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:

1. In consideration of the sum of US\$15,000 (fifteen thousand U.S. dollars) now paid by the Assignee to the Assignor, receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns and transfers absolutely to the Assignee all of Assignor's right, title and interest in and to and ownership of the Trade Mark, together with all of the goodwill and rights of user attaching to and associated with the Trade Mark in the business relating thereto and together with all the rights, benefits and powers arising or accrued therefrom, said assignment being hereby accepted by the Assignee.

RECEIVED DATE : 03/06/00 15:20 FROM :17038361539

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2. The Assignor agrees to execute all documents and do all such acts as may be reasonably required to enter the Assignee's name in the United States Register of Trade Marks as the registered proprietor of the Trade Mark and, if requested by the Assignee, to furnish the Assignee with information reasonably available to Assignor concerning use made of the Trade Mark by the Assignor.
3. The Assignor warrants that it has full title to and owns all rights in the Trade Mark registration; that it is not aware of and has no reasonable grounds for believing there to be any charges, encumbrances or other rights exercisable by third parties affecting its capacity to assign the Trade Mark to the Assignee.
4. The Assignee agrees to an orderly phase-out period of use of the Trade Mark by the Assignor, said period being of no more than twelve months duration from the date of this Agreement and being for purposes of selling or otherwise disposing of existing stock in the Assignor's possession, custody or control and in relation to which the Trade Mark is used.
5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000 (sixty thousand pounds Sterling).
6. This Assignment and its terms shall be governed by and construed in accordance with U.S. law and the parties hereby submit to the exclusive jurisdiction of the U.S. Federal courts.

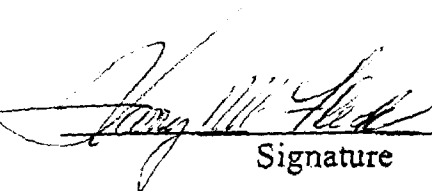
THIS ASSIGNMENT has been executed the day, month and year first before written.

SCHEDULE 1

STATUS	MARK	REGISTRATION NO.	CLASS
Registered (USA Supplemental Register)	WIREFREE	2,122,494	9

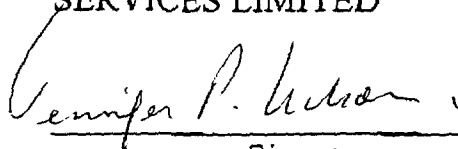
SIGNED for and on behalf of  
HARRIS CORPORATION

SIGNED for and on behalf of  
ORANGE PERSONAL COMMUNICATIONS  
SERVICES LIMITED



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Signature



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Signature

Harry M. Fleck  
Name

JENNIFER P. WILSON  
Name

Senior Counsel Intellectual  
Property and Licensing  
Title

GENERAL COUNSEL, INTERNATIONAL  
Title

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