

06-30-2000



101393651

5-25-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/12/2000 MSCOTT 00000088 75661937

FOR OFFICE USE ONLY

01 FC:481	40.00 OP
02 FC:482	525.00 OP
03 FC:998	25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002094 FRAME: 0193

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/661,937"/>	<input type="text" value="75/459,327"/>	<input type="text" value="74/578,053"/>	<input type="text" value="1,333,657"/>	<input type="text" value="1,820,453"/>	<input type="text" value="1,540,229"/>
<input type="text" value="74/194,050"/>	<input type="text" value="75/351,975"/>	<input type="text" value="75/351,908"/>	<input type="text" value="2,256,447"/>	<input type="text" value="2,144,145"/>	<input type="text" value="2,147,184"/>
<input type="text" value="74/409,285"/>	<input type="text" value="74/408,594"/>	<input type="text"/>	<input type="text" value="2,144,134"/>	<input type="text" value="2,148,754"/>	<input type="text" value="2,028,686"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

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

Alexander M. Kim

5/22/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Trademark Application Number(s)

Registration Number(s)

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1,974,907	1,937,984	1,874,837
1,565,074	1,575,576	<input type="text"/>
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Intellectual Property Assignment

WHEREAS, Cellnet Data Systems, Inc., a Delaware Corporation ("Cellnet"), and Schlumberger Resource Management Services, Inc., a Delaware corporation ("Assignee"), entered into that certain Asset Purchase Agreement, dated March 1, 2000 (the "Asset Purchase Agreement"), along with Sellers Signatory Hereto (as defined therein), under which the Assignee acquired certain assets from Cellnet and Sellers Signatory Hereto (collectively, "Assignors");

WHEREAS, the Assignors, either individually or jointly, are the owners of the entire right, title and interest in and to the (i) patents and patent applications identified on Schedule A attached hereto, the invention(s) disclosed and claimed therein and any improvements thereto, existing as of the date hereof, and any applications that rely on one or more of the patents and patent applications set forth in Schedule A for priority, including, with respect to all of the foregoing, any and all divisionals, continuations, continuations-in-part, reissues, renewals or extensions thereof, together with all patents issuing on any of the aforesaid applications for a patent, and all rights therein provided by international treaties and conventions ("Patents"); (ii) copyrights subsisting in the works, including registrations and applications for registration thereof, identified on Schedule B attached hereto, and all rights therein provided by international treaties and conventions ("Copyrights"); (iii) trademarks, including registrations and applications for registration thereof, identified on Schedule C attached hereto, together with the goodwill of the business symbolized thereby, and all rights therein provided by international treaties and conventions ("Trademarks"); (iv) domain names identified on Schedule D attached hereto, including registrations thereof with Network Solutions, Inc. or any other authority who issues and maintains domain name registrations, and all rights therein provided by international treaties and conventions ("Domain Names"); and (v) all rights to sue for and collect damages for any past infringement, dilution or violation, presently known or unknown, of the foregoing;

WHEREAS, Assignee desires to acquire Assignors' entire right, title and interest in and to the Patents, Copyrights, Trademarks, together with the goodwill symbolized by such Trademarks, and Domain Names; and

WHEREAS, Assignors make this Assignment pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment of Patents. Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Patents.

2. Assignment of Copyrights. Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Copyrights.

3. Assignment of Trademarks. Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, together with the goodwill symbolized by such Trademarks.

4. Assignment of Domain Names. Assignors do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Domain Names and any trademark rights therein.

5. Further Assurances. Assignors covenant and agree that they will, upon the reasonable request of the Assignee, its successors and assigns, and at Assignee's, or its successors and assigns', expense, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to Assignee, its successors, assigns and legal representatives, to perfect, validate, effectuate and record the interests assigned hereunder.

6. Warranty. Except as set forth in the Asset Purchase Agreement, Assignors make no warranty, express or implied, with respect to the Patents, Copyrights, Trademarks and Domain Names assigned hereunder.

7. Recordation. If Assignee elects to record this Assignment or any other document with the appropriate United States or foreign governmental authorities or registries, Assignee shall bear the costs and fees associated with such recording. Assignors shall provide timely cooperation to Assignee as reasonably necessary in connection with such recording.

8. Past Infringement. Assignors acknowledge and agree that the assignment of the Patents, Copyrights, Trademarks and Domain Names hereunder shall also include and does include the assignment to Assignee, for Assignee's, its successors and assigns', sole and exclusive benefit, use and enjoyment, all rights to sue for and collect damages for any past infringement, dilution or violation, presently known or unknown, of such Patents, Copyrights, Trademarks and Domain Names.

[Remainder of this Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties indicated below, by their authorized representatives, execute this Assignment effective as of May 16, 2000.

ASSIGNORS:

CELLNET DATA SYSTEMS, INC.

CELLNET DATA RETROFIT SERVICES, INC.
(DELAWARE)

CELLNET DATA SERVICES, INC.
(DELAWARE)

CELLNET DATA SERVICES (AZ), INC.
(DELAWARE)

CELLNET DATA SERVICES (CA), INC.
(DELAWARE)

CELLNET DATA SERVICES (IS), INC.
(DELAWARE)

CELLNET DATA SERVICES (KC), INC.
(DELAWARE)

CELLNET DATA SERVICES (ME), INC.
(DELAWARE)

CELLNET DATA SERVICES (MSP), INC.
(DELAWARE)

CELLNET DATA SERVICES (NH), INC.
(DELAWARE)

CELLNET DATA SERVICES (PA), INC.
(DELAWARE)

CELLNET DATA SERVICES (SL), INC.
(DELAWARE)

CELLNET DATA SERVICES (SF), INC.
(DELAWARE)

CELLNET FUNDING, L.L.C.

CELLNET DATA SERVICES (TX), INC.

CN HOLDINGS (TX), INC

CN PARTNERS (TX) INC.

CN FREQUENCY (ME) INC.

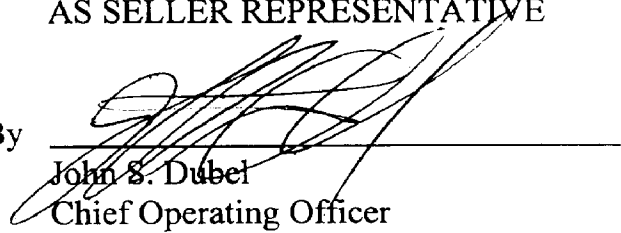
CN FREQUENCY (NH) INC.

CN FREQUENCY (PA) INC.

CN FREQUENCY (SF) INC.

By: CELLNET DATA SYSTEMS, INC.,
AS SELLER REPRESENTATIVE

By

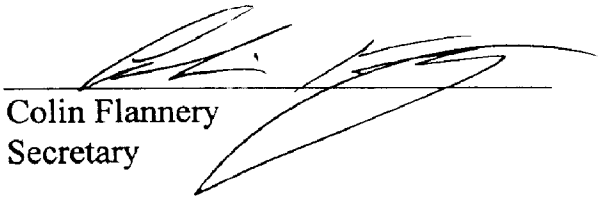


John S. Dubel
Chief Operating Officer

ASSIGNEE:

SCHLUMBERGER RESOURCE
MANAGEMENT SERVICES, INC.

By



Colin Flannery
Secretary

**Schedule B
U.S. Trademarks
CellNet Data Systems, Inc.**

MARK	Regis./Serial Number
CELLNET	1,333,657
CELLNET	1,820,453
FACILITYLINK.COM	75/661,937
MYENERGYINFO.COM	75/459,327
SMARTBILL ANALYSIS	74/578,053
POWERLAN	74/194,050
DAC	1,540,229
GLOBALCOMM	75/351,975
GLOBALTEL	75/351,908
UNITY COMMUNICATIONS BILLING	2,256,447
SUREPHONE	2,144,145
SUREPHONE	2,147,184
SUREPHONE	2,144,134
SUREPHONE	2,148,754
RAILINK	2,028,686
YOUR LINK TO THE OUTSIDE WORLD	1,974,907
RIGHT RATE	1,937,984
MESSAGETRAC	1,874,837
TRAVELTRAC	74/409,285
STOCKTRAC	74/408,594
CALLBOARD	1,565,074
DESIGN ONLY	1,575,576