

11.29.01

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/01)
Tab settings ⇨ ⇨ ⇨

12-13-2001



R SHEET ONLY U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Court **101914273**

of the attached original documents or copy thereof.

1. Name of conveying party(ies):
SIMPLEDEVICES, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

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

2. Name and address of receiving party(ies)
Name: **General Instrument Corporation**
Internal **D/B/A The Broadband Communications**
Address: **Sector of Motorola, Inc.**

Street Address: **101 Tournament Drive**
City: **Horsham** State: **PA** Zip: **19044**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **11/16/01**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
78/033,732

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: **Mindy Ellis Schwartz**
 Internal Address: **Pepper Hamilton LLP**

Street Address: **3000 Two Logan Square**
18th & Arch Streets

City: **Philadelphia** State: **PA** Zip: **19103**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mindy Ellis Schwartz *Mindy Ellis Schwartz* **11/29/01**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

12/12/2001 6TON11 00000057 78033732
01 FC:481 40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002407 FRAME: 0490

EXHIBIT C

TRADEMARK RIGHTS ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of November 16, 2001, by and between GENERAL INSTRUMENT CORPORATION, D/B/A THE BROADBAND COMMUNICATIONS SECTOR OF MOTOROLA, INC., with offices at 101 Tournament Drive, Horsham, Pennsylvania 19044 ("Assignee") and SIMPLEDEVICES, INC., with offices at 111 Anza Blvd. Suite 120, Burlingame, CA 94010 (the "Assignor").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated October 30, 2001 (the "Agreement") providing for the sale by Assignor of assets owned by Assignor including certain intellectual property;

WHEREAS, Assignor agrees in the Agreement to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Trademarks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

TERMS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to all United States and foreign trademarks, service marks, logos, designs, slogans, trade names, domain names, package designs, product designs, and assumed names, including any United States and foreign registrations for, or applications to register, any of the foregoing, as listed in attached Schedule C-1 (collectively, the "Trademarks"), together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

2. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Trademarks;

3. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of

the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

GENERAL

4. Assignor represents and warrants to Assignee that the Trademarks being sold, assigned, and transferred to Assignee by this instrument constitutes all U.S. and foreign Trademarks included in the Acquired Assets (as defined in the Agreement);

5. Assignor represents, covenants and warrants with and to Assignee that the rights, titles, and interests herein sold, assigned and transferred to Assignee are free and clear of any liens, encumbrances or claims, that Assignor has full right to convey the same rights, titles, and interests, and that, Assignee's use of the Trademarks being conveyed to Assignee herein does not infringe the rights of any third parties;

6. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

7. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth-of Pennsylvania;

8. This Assignment and the Agreement contain the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties; and

9. This Assignment may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

SIMPLEDEVICES, INC.

By: 

Name: LOUIS S. HUGHES
Title: CEO

GENERAL INSTRUMENT CORPORATION,
D/B/A THE BROADBAND COMMUNICATIONS
SECTOR OF MOTOROLA, INC.

By: 

Name: Daniel M. Moloney
Title: SVP

Schedule C-1 Trademarks

I. PENDING U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
SIMPLEFI	78/033,732	November 3, 2000

II. TRADEMARKS

SIMPLEFI

III. DOMAIN NAMES

simplefi.com

**RE: Recordation Form Cover Sheet - Trademarks Only
Recordation of Trademark Rights Assignment between Simpledevices, Inc. and
General Instrument Corporation, d/b/a The Broadband Communications Sector of
Motorola, Inc. dated November 16, 2001**

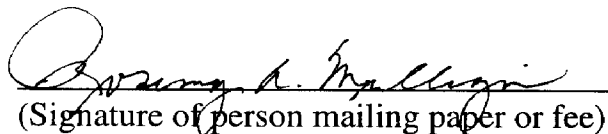
“EXPRESS MAIL” MAILING LABEL NUMBER: EL718208725US

DATE OF DEPOSIT: 11/29/01

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE “EXPRESS MAIL POST OFFICE TO ADDRESSEE” SERVICE UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231.

Rosemary A. Mulligan

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799
215.981.4000
Fax 215.981.4750

215.981.4714
schwartzm@pepperlaw.com

November 29, 2001

EXPRESS MAIL NO. EL718208725US

Commissioner of Patent & Trademarks
BOX ASSIGNMENTS
Washington, DC 20231

Re: Recordation of Assignment of United States Trademark
Mark: SIMPLEFI (Serial No. 78/033,732)

Sir/Madam:

I enclose herewith the following documents:

1. An original and one copy of a Recordation Form Cover Sheet - Trademarks Only to record the assignment of application Serial No. 78/033,732;
2. A copy of the Trademark Rights Assignment assigning the application from SimpleDevices, Inc. to General Instrument Corporation, d/b/a The Broadband Communications Sector of Motorola, Inc., dated November 16, 2001; and
3. A check in the amount of \$40.00 for the required filing fee. The Commissioner is authorized to deduct any additional filing fees from deposit account No. 16-1322.

Please acknowledge receipt of the filing by time stamping the enclosed self-addressed return postcard.

Sincerely yours,


Mindy Ellis Schwartz

Enclosures

cc: Evan A. Groat

PHLEGAL: #1182037 v1 PC2D01!.WPD

Philadelphia

Washington, D.C.

Detroit

New York

Pittsburgh

Berwyn

Cherry Hill

Harrisburg

Princeton

Tysons Corner

Wilmington

www.pepperlaw.com

TRADEMARK
REEL: 002407 FRAME: 0496

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
SIMPLEDEVICES, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

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

2. Name and address of receiving party(ies)
Name: **General Instrument Corporation**
Internal **D/B/A The Broadband Communication**
Address: **Sector of Motorola, Inc.**

Street Address: **101 Tournament Drive**
City: **Horsham** State: **PA** Zip: **19044**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **11/16/01**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78/033,732

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Mindy Ellis Schwartz**
 Internal Address: **Pepper Hamilton LLP**

Street Address: **3000 Two Logan Square**
18th & Arch Streets
 City: **Philadelphia** State: **PA** Zip: **19103**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mindy Ellis Schwartz *Mindy Ellis Schwartz* **11/29/01**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231