

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XtremeSpectrum, Inc.		11/13/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Motorola, Inc.
Street Address:	1303 East Algonquin Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60196
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76075422	XTREMESPECTRUM
Serial Number:	76384865	XSI
Serial Number:	76075340	XSI
Serial Number:	76384866	XTREMESPECTRUM
Serial Number:	76310008	X
Serial Number:	76310009	X
Serial Number:	76320036	X
Serial Number:	76320035	X
Serial Number:	76320037	
Serial Number:	76320038	

CORRESPONDENCE DATA

Fax Number: (847)523-4348
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 847-523-1633
 Email: kristen.poggensee@motorola.com

CH \$265.00 76075422

Correspondent Name: Arch M. Ahern
Address Line 1: 600 North U.S. Highway 45
Address Line 4: Libertyville, ILLINOIS 60048

ATTORNEY DOCKET NUMBER: TM04-1001

NAME OF SUBMITTER: Kristen Poggensee

Total Attachments: 3
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Trademark Assignment

This Trademark Assignment is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Agreement") dated as of November 7, 2003, between XtremeSpectrum, Inc., as the Seller, and Motorola, Inc., as the "Purchaser." Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Agreement.

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate governmental agency to indicate ownership of Registered Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment; and

(b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:

(1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;

(2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;

(3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Exhibit A;

(4) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

(5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and

(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the

Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Article 12 of the Agreement.

The undersigned has signed this Trademark Assignment on November 13th, 2003.

Seller:

MN

By:

Name: Martin Rothheart

Title: CEO

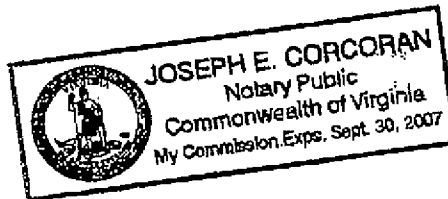
STATE OF
COUNTY OF

On December 10, 2003 before me, Joseph E. Corcoran (the undersigned notary), personally appeared Martin Rothheart personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

[seal]

Notary Public

Joseph E. Corcoran



11/13/03

Annex A to Trademark Assignment

Applications for Registration

Mark	Class	Date of Reg.	Reg. No.	Status	Country
XTREMESPECTRUM	9	22-Jun-00	76/075,422	submitted	USA
XTREMESPECTRUM	37 & 42	18-Mar-02	76/384,865	submitted	USA
XSI	9	22-Jun-00	76/075,340	submitted	USA
XSI	37 & 42	18-Mar-02	76/384,866	submitted	USA
XTREMELAN	9	22-Jun-00	76/075,367	abandoned	USA
XTREMEPAN	9	22-Jun-00	76/075,421	abandoned	USA
MOORE'S LAW RADIO	9	22-Jun-00	76/075,420	abandoned	USA
X-man with swirl	9	7-Sep-01	76/310,008	submitted	USA
X-man with swirl	37 & 42	7-Sep-01	76/310,009	submitted	USA
X-man without swirl	9	1-Oct-01	76/320,036	submitted	USA
X-man without swirl	37 & 42	1-Oct-01	76/320,035	submitted	USA
Juggling swirl	9	1-Oct-01	76/320,037	submitted	USA
Juggling swirl	37 & 42	1-Oct-01	76/320,038	submitted	USA
X-man with swirl	9	7-Mar-02	536766	registered	Mexico
X-man with swirl	9, 37, & 42	7-Mar-02	1133415	submitted	Canada
X-man with swirl	9, 37, & 42	7-Mar-02	2608578	submitted	Europe
X-man with swirl	9, 37, & 42	7-Mar-02	2002-17801	registered	Japan
X-man with swirl	42	7-Mar-02	536768	registered	Mexico
X-man with swirl	37	7-Mar-02	536767	registered	Mexico
X-man without swirl	9, 37, & 42	7-Mar-02	1133416	submitted	Canada
X-man without swirl	9, 37, & 42	7-Mar-02	2608552	submitted	Europe
X-man without swirl	9, 37, & 42	7-Mar-02	2002-17800	submitted	Japan
X-man without swirl	42	7-Mar-02	536770	submitted	Mexico
X-man without swirl	37	7-Mar-02	536771	registered	Mexico
X-man without swirl	9	7-Mar-02	536769	registered	Mexico

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