

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
Piping Hot Networks Limited		04/27/2010	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Motorola Solutions, Inc.		
Street Address:	1303 E. Algonquin Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60196		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2991036	ORTHOgon	
CORRESPONDENCE DATA			
Fax Number:	(847)538-3628		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8475383268		
Email:	karen.r.levy@motorolasolutions.com		
Correspondent Name:	Jonathan P. Meyer		
Address Line 1:	1303 E. Algonquin Road		
Address Line 4:	Schaumburg, ILLINOIS 60196		
ATTORNEY DOCKET NUMBER:	TM1002299		
NAME OF SUBMITTER:	Jonathan P. Meyer		
Signature:	/jpm/		
Date:	07/28/2011		

CH \$40.00 2991036

Total Attachments: 20

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Piping Hot Networks Limited (company number 03848999), a private limited company whose registered office address at Jays Close, Viabes Industrial Estate, Basingstoke, Hampshire RG22 4PD (hereinafter, the "**Assignor**") has delivered this instrument signed by the Assignor to enable **Motorola, Solutions, Inc.** (formerly Motorola, Inc.), with registered address at CT Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle, Delaware 19801, United States and principal place of business at 1303 East Algonquin Road, Schaumburg, Illinois 60196, United States (hereinafter, the "**Assignee**") to file it with any appropriate governmental agency to indicate ownership of registered Intellectual Property Rights (as defined below) and for the other purposes set forth in this Intellectual Property Assignment Agreement (hereinafter the "**Assignment**").

1. For the amount of one pound (£1), receipt of which the Assignor acknowledges, and by signing and delivering this Assignment, the Assignor confirms the sale, assignment, transfer, conveyance, and delivery to the Assignee on 27 April 2010 (the "**Effective Date**") of all of the Assignor's right, title, and interest in and to, (subject to existing licenses, license rights, releases, and covenants not-to-sue previously granted thereto to any third Person):

(a) all:

- (i) patents, patent applications, inventions, invention disclosures and statutory invention registrations, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, including, without limitation, the patents and patent applications listed in Annexure A;
- (ii) trademarks, service marks, logos, trade dress, trade names, corporate names and domain names, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise, all registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith, including, without limitation, the trademark listed in Annexure A;
- (iii) copyright (including, without limitation any arising in any software developed by the Assignor) and all moral rights in any of the foregoing;
- (iv) trade secrets, know-how and other confidential and proprietary information; and
- (v) all other intellectual property rights or industrial property rights

owned by the Assignor save for the intellectually property rights as set forth in Schedule 1 and Schedule 2 of the Intellectual Property Assignment, dated 2 August 2010 between the Assignor and Motorola, Inc, a copy of which is attached as Annexure B to this agreement (collectively, "**Intellectual Property Rights**"). This exclusive grant of rights shall include, but is not limited to, the rights to reproduce, distribute, publicly display, publicly perform, adapt, prepare derivative works, make, have made, use, sell, import, or otherwise make use of the Intellectual Property Rights (including all modifications, derivative works, improvements, editions, revisions, supplements to, and versions of the intellectual property set out in sub-clause (i) to (v) above, regardless of

nature or state of development) and all intellectual property rights therein throughout the world in any form or medium, and to license or otherwise transfer to others the rights commensurate herewith in connection with the Intellectual Property Rights; and

- (b) the following properties and rights with respect to the Intellectual Property Rights:
 - (i) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and corresponding to the Intellectual Property Rights,
 - (ii) all divisions, renewals, reissues, continuations, extensions, and (if filed by or for Assignee) continuations-in-part of the foregoing Intellectual Property Rights,
 - (iii) other than with respect to royalties and other payments due under agreements executed by Assignor with third parties prior to the date of this Assignment, all income, royalties, damages, and payments due or payable to the Assignor with respect to the Intellectual Property Rights, including without limitation unpaid damages and payments for past, present, and future infringements of any Intellectual Property Rights, and
 - (iv) all rights of action, powers and benefits arising from ownership of the Intellectual Property Rights, including the right to sue and recover damages and payments for past, present, and future infringements of any of the Intellectual Property Rights, including the right to fully and entirely replace the Assignor in all related matters.

2. It is hereby confirmed that the foregoing rights in and under the Intellectual Property Rights will apply to the full end of their terms as fully as the Assignor would have held the same in the absence of any assignment from the Assignor to the Assignee. It is hereby confirmed that as of the Effective Date, the Assignee has succeeded to all right, title, and standing of the Assignor to:

- (a) receive all rights and benefits pertaining to the Intellectual Property Rights; and
- (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Intellectual Property Rights described above.

3. THE ASSIGNOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, VALIDITY, ENFORCEABILITY, OR FITNESS OF ANY OF THE ASSIGNED INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER INTELLECTUAL PROPERTY; AND ALL SUCH ASSIGNED INTELLECTUAL PROPERTY RIGHTS ARE AND WERE TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS.

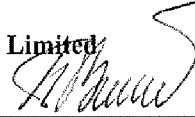
4. Upon the Assignee's request, the Assignor shall provide any assistance, including, without limitation, executing any documents, as is necessary for the Assignee to perfect sole and

exclusive ownership of, and obtain registrations in the name of solely the Assignee or a third party designated by the Assignee for, the Intellectual Property Rights or any part thereof, and to otherwise fully effect this Assignment.

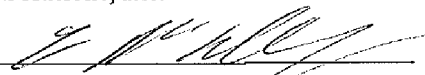
5. This Assignment:
- (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the execution of this Assignment, if and only if the such execution occurs,
 - (b) benefits and binds the parties to this Assignment and their respective successors and assignees; and
 - (c) may be signed in counterparts.
6. Unless provided in this Assignment, no term of this Assignment is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
7. This Assignment and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English Law.

This Assignment is executed with effect as of 27 April 2010.

Piping Hot Networks Limited

By: 
Name: J. VASYLEVSKA
Title: DIRECTOR
Date: 28/07/2011

Motorola Solutions, Inc.

By: 
Name: JAN M. COLLIAC
Title: V.P. FINANCE EMEA
Date: 28/07/2011

ANNEXURE A TO ASSIGNMENT

PATENTS AND PATENT APPLICATIONS

Country Code	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	GRANT DATE
USA	60/565611	04/27/04		
USA	11/116115	04/27/05	7469013	12/23/08
CHIN	200680002439.1	01/13/06		
GBRI	0712620.4	01/13/06	GB2437196	06/03/09
GERM	112006000201.5	01/13/06		
KORS	10-2007-7016104	01/13/06	10-0973634	07/27/10
PCT	PCT/IB06/03839	01/13/06		
USA	60/644281	01/14/05		
USA	11/332827	01/13/06	7656969	02/02/10
INDI	2585/KOLNP/2007	01/11/06		
PCT	PCT/IB2006/000111	01/11/06		
USA	60/644280	01/14/05		
USA	11/251383	10/14/05	7656956	02/02/10
CHIN	200680025730.0	07/12/06		
KORS	10-2008-7001024	07/12/06		
PCT	PCT/EP2006/064141	07/12/06		
USA	11/456578	07/11/06	7751430	07/06/10
USA	60/699079	07/14/05		
USA	11/625857	01/23/07	7388522	06/17/08
USA	60/762400	01/26/06		
PCT	PCT/EP2006/063292	06/16/06		
USA	11/422643	06/07/06	7630450	12/08/09
USA	60/691081	06/16/05		
PCT	PCT/EP2007/051923	02/28/07		
TAIW	096107215	03/02/07		
USA	60/778572	03/02/06		
USA	11/678679	02/26/07		
PCT	PCT/ep2007/057736	07/26/07		
USA	11/469196	08/31/06		
USA	11/696311	04/04/07		
USA	60/790737	04/10/06		
CHIN	200780032533.6	07/26/07		
GBRI	0903170.9	07/26/07		
PCT	PCT/EP2007/057737	07/26/07		
USA	11/467944	08/29/06		
GBRI	0015884.0	06/29/00	GB2364205	09/18/02
PCT	PCT/GB2001/002695	06/20/01		
FRAN	013286	06/05/01	013286	06/05/01

Country Code	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	GRANT DATE
GBRI	2098886	01/18/01	2098886	02/15/01
PCT	PCT/EP2007/60349	09/30/07		
USA	11/558943	11/13/06		

UNITED STATES TRADEMARK

NAME	REGISTRATION NUMBER	REGISTRATION DATE
ORTHOOGON	2991036	09/06/2005

ANNEXURE B TO ASSIGNMENT

**INTELLECTUAL PROPERTY ASSIGNMENT, DATED 2 AUGUST 2010 BETWEEN THE
ASSIGNOR AND MOTOROLA, INC,**

Assignment of Intellectual Property

- (1) Piping Hot Networks Limited
- (2) Motorola, Inc.

Dated *2 August* 2010

Osborne Clarke

2 Temple Back East
Temple Quay
Bristol
BS1 6EQ
Telephone +44 (0) 117 917 3000
Fax +44 (0) 117 917 3005

PFQ/PGM_COMMERCIAL/O8967039/PIG

8967039-2

TRADEMARK
REEL: 004592 FRAME: 0716

This Agreement is made on 2nd August 2010

Between:

- (1) **Piping Hot Networks Limited** (company number: 03848999) whose registered office is at Jays Close, Viabes Industrial Estate, Basingstoke, Hants RG22 4PD, UK (the "Assignor"); and
- (2) **Motorola, Inc.** whose registered office is at 1303 East Algonquin Road, Schaumburg, Illinois 60196, USA (the "Assignee").

Background:

- (A) The Assignor is the proprietor of certain Intellectual Property Rights (defined below).
- (B) As at the Transfer Date (as defined below) the Assignor has agreed to assign the Intellectual Property Rights on the terms specified below.

This Agreement witnesses as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means this Agreement (including any schedule or annexure to it and any document in agreed form).

"Intellectual Property Rights" means the Registered Rights, together with any copyright (including in any source code) in the Software, and any improvements, updates or upgrades of such intellectual property rights at the date hereof, and the rights to apply for any protection of such rights.

"Registered Rights" means, in any country in the world, the patents and patent applications (including all patents that may be granted pursuant to any such applications, as well as all patents that may derive priority from or have equivalent claims to or be based on the patents and patent applications), together with the registered trade mark (and any other trade mark related to the registered trade mark which may derive its priority date from the registered trade mark) and the registered design right, the details of all of which are set out in Schedule 1 to this Agreement.

"Software" means the software, including all improvements, updates or upgrades, set out in Schedule 2.

"Transfer Date" means 1 June 2010.

2. Assignment

- 2.1 Pursuant to the terms of this Agreement, and for the aggregate consideration of US\$17,527,000, (receipt of which the Assignor hereby acknowledges), the Assignor

with full title guarantee hereby assigns and transfers, and shall be deemed to have assigned and transferred as at and from the Transfer Date, to the Assignee:

- (a) all its right, title and interest in the Intellectual Property Rights; and
- (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property Rights throughout the world, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.

2.2 The Assignor hereby expressly waives all moral rights held or to be held in any copyright work subsisting in the Software by virtue of the Copyright, Designs and Patents Act 1988 (as amended).

2.3 Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.

3. Further assurance

3.1 The Assignor will at the request and expense of the Assignee execute such further documents as may reasonably be required to do any or all of the following:

- (a) vest in the Assignee the rights title and interests expressed to be assigned by clause 2;
- (b) defeat any challenge to the validity of and resolve any questions concerning the Intellectual Property Rights;
- (c) to register the Assignee as proprietor of the Intellectual Property Rights (if applicable);
- (d) to uphold the Assignee's rights in the Intellectual Property Rights; and
- (e) to apply for and endeavour to assist the obtaining of patents for the Invention and improvements to it in the United Kingdom or other parts of the world.

3.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 3.1.

4. Entire Agreement

This Agreement together with the Business Transfer Agreement between (1) the Assignor and (2) Motorola Limited dated 29 April 2010 sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

5. **Exclusion of third party rights**

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

6. **Governing law and jurisdiction**

6.1 This Agreement shall be governed by and construed in accordance with English law.

6.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

Schedule 1
Registered Rights

Details of Patents and Patent Applications

Registration number	Registration Date	Details
GB2454145 (A)	2009-04-29	DATA ALLOCATION IN OFDM BASED ON DETECTED INTERFERENCE LEVEL
CN101223724 (A)	2008-07-16	SELF-OPTIMIZATION OF TIME DIVISION DUPLEX (TDD) TIMING AND ADAPTIVE MODULATION THRESHOLDS
WO2008058806 (A1)	2008-05-22	TRANSMISSION POWER OPTIMIZATION
KR20080023735 (A)	2008-03-14	SELF-OPTIMIZATION OF TIME DIVISION DUPLEX (TDD) TIMING AND ADAPTIVE MODULATION THRESHOLDS
CN101138167 (A)	2008-03-05	DUAL PAYLOAD AND ADAPTIVE MODULATION
US2008056192 (A1)	2008-03-06	LATENCY REDUCTION BY ADAPTIVE PACKET FRAGMENTATION
US7333455 (B1)	2008-02-19	MULTIPLE INPUT MULTIPLE OUTPUT (MIMO) WIRELESS COMMUNICATIONS SYSTEM
US7330698 (B1)	2008-02-12	INTELLIGENT SPECTRUM MANAGEMENT IN A MULTIPLE INPUT MULTIPLE OUTPUT (MIMO) WIRELESS COMMUNICATIONS SYSTEM
US7330697 (B1)	2008-02-12	INSTALLATION TECHNIQUE FOR A MULTIPLE INPUT MULTIPLE OUTPUT (MIMO) WIRELESS COMMUNICATIONS SYSTEMS

WO2007099136 (A1)	2007-09-07	SYSTEM AND METHOD FOR ADJUSTING TRANSMISSION PHASING IN A POINT-TO-POINT COMMUNICATION LINK
GB2435738 (A)	2007-09-05	DATA, POWER AND SUPERVISORY SIGNALLING OVER TWISTED PAIRS
US2007171102 (A1)	2007-07-26	SEQUENTIALLY DECODED LOW DENSITY PARITY CODING (LDPC) FORWARD ERROR CORRECTION (FEC) IN ORTHOGONAL FREQUENCY DIVISION MODULATION (OFDM) SYSTEMS
US2006285600 (A1)	2006-12-21	OFDM CHANNEL ESTIMATOR
CA2465775 (A1)	2005-10-27	WIRELESS COMMUNICATION SYSTEM AND METHOD
WO0203641 (A1)	2002-01-10	COFDM TRANSMITTER WITH DIVERSITY AND TIME DELAY
GB2373100 (A)	2002-09-11	PATCH ANTENNA

United Kingdom Trade Mark

Registration number	Registration Date	Details
2318005 (UK)	2002-12-07	ORTHOGON IN CLASSES 9, 37 AND 38

United Kingdom Registered Design

Design number	Registration Date	Details
GB 2098886	2001-01-18	HINGER ANTENNA MOUNT

Schedule 2

Copyright in Software

1. PTP 300, 400, 500, 600 800 Software releases:

PTP400 (OS-Gemini)	PTP600 (OS Spectra)	PTP300	PTP500	PTP800
SMAC-1697-01-10	SPECTRA-01-00	PTP300-01-00	PTP500-01-00	PTP800-01-00
SMAC-1697-01-11	SPECTRA-01-01	PTP300-02-00	PTP500-02-00	PTP800-01-01
SMAC-1697-01-12	SPECTRA-01-02	PTP300-03-00	PTP500-03-00	PTP800-02-00
SMAC-1797-02-00	SPECTRA-01-03	PTP300-03-01	PTP500-03-01	PTP800-02-01
SMAC-1797-02-01	SPECTRA-01-04	PTP300-03-02	PTP500-03-02	
SMAC-1797-02-02	SPECTRA-02-00	PTP300-03-03	PTP500-03-03	
SMAC-1897-03-00	SPECTRA-02-01			
SMAC-1897-03-01	SPECTRA-03-00			
SMAC-1897-03-02	SPECTRA-03-01			
SMAC-2197-04-00	SPECTRA-04-00			
SMAC-2197-04-01	SPECTRA-04-01			
SMAC-2297-05-00	SPECTRA-05-00			
SMAC-2297-05-01	SPECTRA-05-01			
SMAC-2397-06-00	SPECTRA-05-02			
SMAC-2397-06-01	SPECTRA-05-03			
SMAC-2397-06-02	SPECTRA-05-04			
SMAC-2397-06-03	SPECTRA-06-00			
SMAC-2397-06-04	SPECTRA-07-00			
SMAC-2397-06-05	SPECTRA-07-01			
SMAC-2397-06-06	SPECTRA-08-00			
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SMAC-2397-07-01	SPECTRA-08-02			
SMAC-2397-08-00	SPECTRA-08-03			
SMAC-2397-08-90	SPECTRA-08-04			
SMAC-2397-08-96	SPECTRA-08-33			
SMAC-2397-08-97	SPECTRA-08-50			
SMAC-2397-08-98				
SMAC-2397-08-99				
SMAC-2397-09-00				
SMAC-2397-09-01				
SMAC-2397-09-02				

All software source files for the PTP products developed from January 2000 to 3 May 2006 are stored under IBM Clearcase configuration control, which is located in the VOBs (Versioned Object Base) mastered at Motorola PTP Ashburton. At each product release or software upgrade the source code for both the embedded deliverable and the tools developed to test and support this are labelled to identify the source used.

2. Other Software

Production Test Software – This software was written on the LabVIEW platform and development environment used at the EMS to test products during the manufacturing process.

All software set out in this part 2 of Schedule 2 developed on the Assignor's site by the PTP Development Engineering Team between 1 January 2000 to 3 May 2006 is stored at the Transfer Date under configuration control at Motorola PTP, Ashburton.

In witness this Agreement has been executed on the date appearing at the head of page 1.

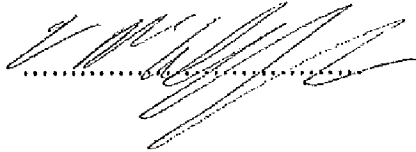
Signed by)
for and on behalf of)
Piping Hot Networks)
Limited)


.....
J. VASYLEVSKII
DIRECTOR

WITNESS: Huano
JUANNE TRUE
JAYS CLOSE,

VIABLES INDUSTRIAL ESTATE, BASINGSTONK RY22 4PD

Signed by)
for and on behalf of)
Motorola, Inc.)


.....

WITNESS: Huano
JUANNE TRUE
JAYS CLOSE,

VIABLES INDUSTRIAL ESTATE, BASINGSTONK RY22 4PD

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MOTOROLA NAME CHANGE CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "MOTOROLA, INC." UNDER THE NAME OF "MOTOROLA SOLUTIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF JANUARY, A.D. 2011, AT 10:42 O'CLOCK A.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FOURTH DAY OF JANUARY, A.D. 2011, AT 6:15 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0789650 8100M

110000972




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8466711

DATE: 01-03-11

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 004592 FRAME: 0726

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
MOTOROLA NAME CHANGE CORPORATION
INTO
MOTOROLA, INC.**

*Pursuant to Section 253 of the
General Corporation Law of the State of Delaware*

Motorola, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (the "Parent Corporation" or "Company"), DOES HEREBY CERTIFY THAT:

1. The Parent Corporation owns all of the issued and outstanding capital stock of Motorola Name Change Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware (the "Subsidiary Corporation").

2. The Subsidiary Corporation is hereby merged into the Parent Corporation, with the Parent Corporation being the surviving corporation (the "Merger") pursuant to the following resolutions of the Board of Directors of the Parent Corporation, adopted by Board of Directors of the Parent Corporation at a meeting duly and validly held on June 23, 2010, which resolutions approve the merger of the Parent Corporation with the Subsidiary Corporation:

"Corporate Name Change

WHEREAS, the Board of Directors has determined that it is in the best interests of the Company to change the name of the Company to "Motorola Solutions, Inc." by merging its wholly-owned subsidiary, Motorola Name Change Corporation, with and into the Company (the "Merger").

RESOLVED, that the Merger be, and hereby is, in all respects, approved;

FURTHER RESOLVED, that pursuant to and at the effective time of the Merger, the name of the Company shall be changed to "Motorola Solutions, Inc." by deleting Article 1 of the Certificate of Incorporation of the Company and inserting in lieu thereof a new Article 1 to read as follows: "ARTICLE 1: The name of the corporation is Motorola Solutions, Inc.";

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, in the name, and on behalf, of the Company, to execute and file or cause to be executed and filed such certificates, documents, instruments and agreements, and to perform any and all other acts that he or they may, in such officer's sole and absolute discretion, deem necessary or desirable to consummate the Merger; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, in the name, and on behalf, of the Company, to execute and deliver or cause to be executed and delivered any and all other agreements, amendments, certificates, reports, applications, notices, letters or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, upon the advice of counsel, may be necessary, appropriate or desirable in order to enable the Company to fully and promptly carry out the purposes and intent of the foregoing resolutions, and any such action taken or any agreement, amendment,

certificate, report, application, notice, letter or other document executed and delivered by them or any of them in connection with any such action will be conclusive evidence of such authority to take, execute and deliver the same.

Authorized Officers

RESOLVED, that the Authorized Officers of the Company are the (i) Co-Chief Executive Officer, Motorola, Inc., and Chief Executive Officer, Mobile Devices and Home business; (ii) Co-Chief Executive Officer, Motorola, Inc., and Chief Executive Officer, Enterprise Mobility Solutions and Networks business; (iii) Senior Vice President, Finance, Chief Financial Officer; (iv) Executive Vice President, Law, and General Counsel; (v) Corporate Vice President, Corporate Development and Ventures; and (vi) any Assistant Secretary if acting in the capacity of assistant secretary. Authorized Officers may delegate their authority under these resolutions."

3. The Parent Corporation shall be the surviving corporation of the Merger. The name of the Parent Corporation shall be amended in the Merger to be "Motorola Solutions, Inc."

4. The proposed Merger herein certified has been adopted, approved, certified, executed, and acknowledged by the Parent Corporation pursuant to Section 253 of the General Corporation Law of the State of Delaware.

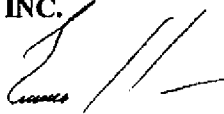
5. The filing of this Certificate of Ownership and Merger, and thus the merger of the Subsidiary Corporation into the Parent Corporation, shall be effective at 6:15 a.m., Eastern Standard Time, January 4, 2011.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parent Corporation has caused this Certificate of Ownership and Merger to be signed as of January 3, 2011, by a duly authorized officer, declaring that the facts stated herein are true.

MOTOROLA, INC.

By: _____



Name: Edward J. Fitzpatrick

Title: Senior Vice President and Chief Financial Officer