

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Vertex Standard LMR, Inc.		01/01/2012
			Entity Type
			CORPORATION: JAPAN
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: 2			
	Property Type	Number	Word Mark
	Registration Number:	0660451	STANDARD
	Registration Number:	1628035	STANDARD
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	karen.r.levy@motorolasolutions.com		
Correspondent Name:	Jonathan P. Meyer		
Address Line 1:	1303 E. Algonquin Road		
Address Line 4:	Schaum, ILLINOIS 60196		
NAME OF SUBMITTER:	Jonathan P. Meyer		
Signature:	/jpm/		
Date:	11/09/2012		
Total Attachments: 4 source=VertexStdLMRInc.toMSI#page1.tif source=VertexStdLMRInc.toMSI#page2.tif source=VertexStdLMRInc.toMSI#page3.tif source=VertexStdLMRInc.toMSI#page4.tif			

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into effective as of January 1, 2012 ("Effective Date"), by and between Vertex Standard LMR, Inc., a corporation organized under the laws of Japan, formerly named MI, Inc. ("Seller") and Motorola Solutions, Inc., a Delaware corporation ("Purchaser"). For purposes of this Agreement, capitalized terms used in this Agreement but not otherwise defined herein have the meanings ascribed thereto in the APA (as defined herein).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 19, 2011 (the "APA") by and among Seller, Vertex Standard Co., Ltd., a corporation organized under the laws of Japan which was subsequently renamed Yaesu Musen Co., Ltd. ("Yaesu"), and Toko Giken Co., Ltd., a corporation organized under the laws of Japan ("Toko Giken"), Seller acquired, accepted and assumed from Yaesu and its Retained Subsidiaries the Transferred Assets, including, without limitation, the Assigned Intellectual Property Assets (as such term is defined in the Intellectual Property Agreement) and the goodwill relating to the Transferred Assets (the "Goodwill", and, together with the Assigned Intellectual Property Assets, the "Intangible Assets"), and the parties thereto agreed that the value of the Intangible Assets was equal to 3,505,000,000 Japanese Yen.

WHEREAS, Seller is a wholly-owned subsidiary of Purchaser, and the parties hereto desire that Seller sell, assign, transfer and convey the Intangible Assets to the Purchaser, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions contained herein, the Parties hereby agree as follows:

SECTION 1 PURCHASE AND SALE OF THE INTANGIBLE ASSETS

1.1 Purchase and Sale. Subject to and in accordance with the terms of this Agreement, the Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser, and the Purchaser hereby purchases from the Seller as of the Effective Date, all of the Seller's right, title and interest in and to the Intangible Assets.

[REDACTED]

1.3 Payment. The Purchase Price shall be paid in cash by Purchaser to Seller within 60 days of the Effective Date.

SECTION 2 REPRESENTATIONS AND WARRANTIES

2.1 Seller represents and warrants that it has the full right and authority to enter into this Agreement, including the full power and authority to transfer the Intangible Assets called for under this Agreement. Purchaser represents and warrants that it has the full right and authority to enter into this Agreement.

SECTION 3 GENERAL PROVISIONS

3.1 Further Assurances. The parties acknowledge and agree that certain of the transfers contemplated by this Agreement may not be effected on or before the Effective Date due to the inability of the parties to perform such acts, execute and deliver such information, instruments and documents, and do all such other things that may be necessary to accomplish the transactions contemplated by this Agreement. To the extent any transfers contemplated by this Agreement have not been fully effected on or before the Effective Date, Seller and Purchaser shall cooperate and use commercially reasonable efforts to take any actions and do all such other things, including, without limitation, providing or executing any affidavits, providing any testimony, and/or rendering any other assistance, as is necessary for the Purchaser to secure and perfect sole and exclusive ownership of the Intangible Assets.

3.2 Governing Law. The laws of Delaware (excluding its rules governing conflicts of laws) govern the construction, interpretation, validity and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

3.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

3.4 Entire Agreement. This Agreement constitutes the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein and therein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein and therein are superseded by this Agreement.

3.5 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and both of which together constitute one agreement. The signatures of both parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

3.6 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to a section or schedule, such reference will be to a section of, or a schedule to, this Agreement unless otherwise indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

"Seller"

"Purchaser"

VERTEX STANDARD LMR, INC. (formerly known as MI, Inc.)

MOTOROLA SOLUTIONS, INC.

By: Motorola LMR Holding GK
its Representative Member

By: _____

By: John Wozniak
its Executive Manager

Name: _____

Title: _____

By: Mark F. Moon

Name: Mark F. Moon

Title: Attorney-in-Fact

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

"Seller"

VERTEX STANDARD LMR, INC. (formerly known as MI, Inc.)

By: Motorola LMR Holding GK
its Representative Member

By: John Wozniak
its Executive Manager

By: _____

Name: Mark F. Moon

Title: Attorney-in-Fact

"Purchaser"

MOTOROLA SOLUTIONS, INC.

By: 

Name: John K. Wozniak

Title: Corporate Vice President
and Chief Accounting Officer