

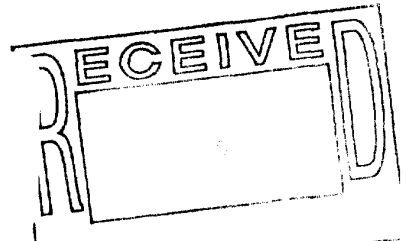
NRD 6-25-98

07-09-1998

RECORDAT:
TRA



100758910



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

1. The name and address of the party conveying the interest is:

Telogy Networks, Inc.
a Delaware corporation
20250 Century Boulevard
Germantown, Maryland 20874

2. The name and address of the party receiving the interest is:

Motorola, Inc.
a Delaware corporation
1303 East Algonquin Road
Schaumburg, Illinois 60196

3. The interest conveyed is an Assignment.

4. The application number(s) against which the document is to be recorded are:

75/315233

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

Melody L. Schottle
Motorola, Inc.
Intellectual Property Department
1303 East Algonquin Road
Schaumburg, Illinois 60196

6. The number of applications and/or registrations identified in the cover sheet is one (1), and the total fee is \$40.00. Please charge this amount to Deposit account number 13-4765. A duplicate copy of this page is attached.

7. The document attached was executed on April 28, 1998.

8. The total number of pages of the attached document, including any attachments is 2.

9. 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.

Respectfully submitted,

Melody L. Schottle
Signed: June 19, 1998

07/07/1998 JMWKINS 00000081 134765 75315233

01 FC:481 40.00 CH

TRADEMARK

REEL: 1749 FRAME: 0856

ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (the "Assignment") is entered into this 28th day of April, 1998 by and between Tology Networks, Inc., a Delaware corporation with offices at 20250 Century Boulevard, Germantown, Maryland 20874 ("Assignor") and Motorola, Inc., a Delaware corporation with its corporate offices located at 1303 East Algonquin Road, Schaumburg, Illinois 60196 ("Assignee").

WHEREAS, Assignor has applied to register ACTIVEAIR on the Principal Register of the United States Patent and Trademark Office Application Serial No. 75/315,233 (the "Mark") based on Assignor's bona fide intent to use the Mark in commerce in connection with the goods described in the application filed therefor, and has now used the Mark in commerce or in interstate commerce in connection with certain goods, and has filed an Amendment to Allege Use under Section 1(c) of the Lanham Act; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith, the terms of which are incorporated herein by this reference; and

WHEREAS, Assignee desires to acquire the pending application for the Mark, as fully detailed in the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark and the pending application therefor together with the goodwill associated with the Mark. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Mark.

2. Assignor shall make no further use of the Mark nor shall Assignor challenge Assignee's use of the Mark after the date of this Assignment of Trademark.

3. Assignor represents and warrants (i) that it owns all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the application therefor, (ii) that it has not licensed the Mark to any other person or entity or granted any rights with respect to the Mark to any other person or entity except as disclosed to Assignee.

4. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Mark and any and the application therefor, and to assist Assignee in exercising all rights with respect thereto.

5. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of New York, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:
TELOGY NETWORKS, INC.

By:  _____

Name: Joseph A. Crupi
President & Chief Executive Officer
Title: _____

ASSIGNEE:
MOTOROLA, INC.

By:  _____

Name: Mario Rivas
**Vice President and General Manager
Wireless Subscriber Division**
Title: Semiconductor Products Sector