## 637

# CH \$65,00

#### 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	
RadioFrame Networks, Inc.		11/13/2009	CORPORATION: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Motorola, Inc.			
Street Address:	303 East 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:	2811637	RADIOBLADE
Registration Number:	3036083	RADIOBLADE

#### **CORRESPONDENCE DATA**

Fax Number: (847)523-4348

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 847.523.7652

Email: kristen.poggensee@motorola.com

Correspondent Name: Kristen Poggensee

Address Line 1: 600 North U.S. Highway 45
Address Line 4: Libertyville, ILLINOIS 60196

NAME OF SUBMITTER:	Kristen Poggensee
Signature:	/kdp/
Date:	01/07/2010

Total Attachments: 6

TRADEMARK REEL: 004126 FRAME: 0825

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TRADEMARK
REEL: 004126 FRAME: 0826

#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into between Motorola, Inc, a Delaware corporation ("Purchaser") and RadioFrame Networks, Inc., a Delaware corporation ("Seller") effective this 13<sup>th</sup> day of November, 2009.

WHEREAS, the parties have entered into a certain Intellectual Property Matters Agreement dated November 13, 2009;

WHEREAS, pursuant to said Intellectual Property Matters Agreement Seller has agreed to assign to Purchaser Seller's entire rights, title, and interest worldwide in and to the trademarks and service marks listed on the attached Schedule 1 (the "Trademarks");

WHEREAS, Purchaser has agreed to accept Seller's rights in the Trademarks; and

WHEREAS, the parties have agreed to enter into this separate Trademark Assignment Agreement to provide for said assignment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer to Purchaser all of Seller's rights, title and interest in and to the Trademarks, whether registered or at common law, together with the goodwill of the business associated with the Trademarks, and all right, title and interest in any registrations or pending applications for the Trademarks, including, but not limited to, those listed in the attached Schedule 1 entitled "ASSIGNED TRADEMARK AND SERVICE MARK FILINGS BY COUNTRY". Seller further hereby assigns any and all claims, demands, and causes of action for infringement of the Trademarks, past, present and future, and all of the proceeds from the foregoing, accrued and unpaid and hereafter accruing.

Seller agrees that it will reasonably cooperate with Purchaser and that it will sign and/or deliver to Purchaser all documents reasonably necessary to record this assignment and any prior assignments or other transfers of ownership of the Trademarks in any country of the world.

[Signature Page Follows]

Trademark Assignment Agreement

INTENDING TO BE BOUND, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives on the dates listed below their names.

RADIOFRAME NETWORKS, INC.	MOTOROLA, INC.		
Matthe Jime			
BY: MATTHEW GRIMES	By:		
Title: Chick Restructuring Officer	Title:		
Dated: November 9, 2009	Dated:		
STATE OF	STATE OF		
COUNTY OF	COUNTY OF	SS	
Before me, a Notary Public in and for the County and State aforesaid, appeared	Before me, a Notary Public in and for the Co State aforesaid, appeared	ounty and	
to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.	to me personally known to be the signer of the instrument, and acknowledged execution instrument as a free and voluntary act for the upurposes therein expressed.	of said	
Notary: See attached acknowledgment	Notary:		

CALIFORNIA ALL-PURPOSE ACI	KNOWLEDGMENT	₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩		
State of California	· }			
County of Los angeles	}			
17				
On /// Of / Ook? before me,	BRUNO J. SAPTINI JR - NOTARY PUI	BLIC		
personally appeared MAHEE Cox				
	Name(s) of Signer(s)			
	who proved to me on the basis of satisfact be the person(s) whose name(s) is/as/e su within instrument and acknowledged he/she/they executed the same in his/her/their signinstrument the person(s), or the entity which the person(s) acted, executed the i	ubscribed to the I to me tha their authorized nature(\$) on the upon behalf o		
BRUNO J SARTINI, JR COMM. #1640609  NOTARY PUBLIC • CALIFORNIA ELOS ANGELES COUNTY	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.			
Commission Expires Feb. 21, 2010	WITNESS my hand and official seal.	1		
Place Notary Seal Above	Signature Signature of Notary Public			
Though the information below is not required by law if	May prove valuable to persons relying on the dealer	ZZ		
ano occia prevent nadacieni temovai ana re	may prove valuable to persons relying on the document and this form to another document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	☐ Individual			
Partner — Limited ( General AKGHT THUMEPRINT OF SIGNER Top of thumb here	☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact	RIGHT THUMBPRINT OF SIGNER		
Guardian or Conservator  Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:	Top of thumb here		
Signer Is Representing:	Signer Is Representing:			

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TRADEMARK REEL: 004126 FRAME: 0829 INTENDING TO BE BOUND, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives on the dates listed below their names.

RADIOFRAME NETWORKS, INC.		MOTOROLA, INC.			
		Dungar			
By:		By: Darren Marino			
Title:		Title: VP, Business Develop., H&N Mobility Busines:			
Dated:		Dated: November 13, 2009			
STATE OF		STATE OF Pennsylvania			
COUNTY OF	SS	COUNTY OF Montgernery ss			
Before me, a Notary Public in and for the Cou	unty and	Before me, a Notary Public in and for the County and			
State aforesaid, appeared		State aforesaid, appeared Darren Marcho,			
to me personally known to be the signer of the f	oregoing	to me personally known to be the signer of the foregoing			
instrument, and acknowledged execution		instrument, and acknowledged execution of said			
instrument as a free and voluntary act for the t	ises and	instrument as a free and voluntary act for the uses and			
purposes therein expressed.		purposes therein expressed.			
Notary:		Notary: Swen J. Bishow			

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Gwen L Bredow, Notary Public Horsham Twp., Montgomery County My Commission Expires Nov. 15, 2012

Member Pennsylvania Association of Notaries

Trademark Assignment Agreement

TRADEMARK REEL: 004126 FRAME: 0830

### SCHEDULE 1 ASSIGNED TRADEMARK AND SERVICE MARK FILINGS BY COUNTRY

#### Mark: RADIOBLADE

Country	Class	App. No.	App. Date	Reg. Number	Dam Data	C44
Argentina	009	2.339.300	5/22/2001	1.894.472	Reg. Date	Status
Argentina	038	2.339.301	5/22/2001		11/8/2002	Registered
Argentina	042	2.339.302	5/22/2001	1.894.473	11/8/2002	Registered
Australia	009	876684		1.894.474	11/8/2002	Registered
Australia	038	876684	5/22/2001	876684	12/3/2001	Registered
Australia	030		5/22/2001	876684	12/3/2001	Registered
Brazil	009	876684 823940462	5/22/2001	876684	12/3/2001	Registered
Brazil			5/23/2001	000010100	- 4 4 - 4 4 4	Pending
	038	823940489	5/23/2001	823940489	4/17/2007	Registered
Brazil Canada	042	823940497	5/23/2001	823940497	4/17/2007	Registered
Chile	000	1,103,811	5/22/2001	TMA702,726	12/10/2007	Registered
	009	546.460	10/18/2001	631.617	5/31/2002	Registered
Chile	038	546.461	10/18/2001	631.618	5/31/2002	Registered
Chile	042	546.462	10/18/2001	631.619	5/31/2002	Registered
China P.R.	009	2001088344	5/28/2001	1983678	10/21/2002	Registered
China P.R.	038	2001088345	5/28/2001	1964858	12/14/2002	Registered
China P.R.	042	2001088346	5/28/2001	2015970	10/28/2002	Registered
Colombia	009	01055618 7/	10/2001	258421	10/22/2002	Registered
Colombia	038	01055620 7/	10/2001	267742	10/15/2002	Registered
Colombia	042	01055623 7/	10/2001	257555	8/6/2002	Registered
Community	009	002229490	5/22/2001	002229490	5/14/2003	Registered
Trademark						-
Community	038	002229490	5/22/2001	002229490	5/14/2003	Registered
Trademark						-
Community	042	002229490	5/22/2001	002229490	5/14/2003	Registered
Trademark						<u> </u>
Hong Kong	009	2001/08246	5/23/2001	2002010431AB	8/9/2002	Registered
Hong Kong	038	2001/08246	5/23/2001	2002010431AB	8/9/2002	Registered
Hong Kong	042	2001/08246	5/23/2001	2002010431AB	8/9/2002	Registered
India	009	1011359	5/22/2001	1011359	12/23/2005	Registered
Japan	009	2001-62049	7/6/2001	4586713	7/19/2002	Registered
Japan	038	2001-62051	7/6/2001	4639630	1/24/2003	Registered
Japan	042	2001-62053	7/6/2001	4639632	1/24/2003	Registered
Mexico	009	486593	5/21/2001	739658	3/26/2002	Registered
Mexico	038	486592	5/22/2001	733755	2/11/2002	Registered
Mexico	042	486594	5/21/2001	761023	8/27/2002	Registered
Singapore	009	T03/12356F	8/14/2003	T03/12356F	8/14/2003	Registered
Singapore	038	T01/09862I	7/4/2001	T01/09862I	7/4/2001	Registered
Singapore	042	T01/09863G	7/4/2001	T01/09863G	7/4/2001	Registered
Taiwan	009	90027528	7/5/2001	1029645	1/16/2003	Registered
Taiwan	038	90027291	7/4/2001	00169815	9/16/2002	Registered
Taiwan	042	90,027,292	7/4/2001	176869	2/1/2003	Registered
Thailand	009	464337	8/31/2001	Kor168459	8/31/2001	Registered
Thailand	038	464338	8/31/2001	Bor17556	8/31/2001	Registered
Thailand	042	464339	8/31/2001	Вог17722	10/8/2002	Registered
United States	009	78/059,918	4/23/2001	2,811,637	2/3/2004	Registered
United States	042	76/170,534	11/21/2000	3,036,083	12/27/2005	Registered
Venezuela	009	8617/2001	5/23/2001	245.204-P	6/27/2003	Registered
Venezuela	038	8618/2001	5/23/2001	22.212-S	6/27/2003	=
Venezuela	042	1003/2002	1/24/2002	22640-S	8/22/2003	Registered
	- · <del>-</del>		,,_ ,,_ 002	~~O~O	U12212000	Registered

Trademark Assignment Agreement

TRADEMARK REEL: 004126 FRAME: 0831

**RECORDED: 01/07/2010**