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
Motorola, Inc.		07/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Motorola Trademark Holdings, LLC
Street Address:	600 North US Highway 45
City:	Libertyville
State/Country:	ILLINOIS
Postal Code:	60048
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 167

Property Type	Number	Word Mark
Registration Number:	2678419	ACCOMPLI
Serial Number:	77424108	ADVENTURE
Serial Number:	85094057	ARCHITECT
Registration Number:	2139992	AURA
Registration Number:	2183229	AURA
Registration Number:	3071318	AURALINK
Serial Number:	77732927	BACKFLIP
Serial Number:	77907042	BACKTRACK
Serial Number:	77926664	BALI
Serial Number:	77775932	BARRAGE
Serial Number:	77686693	BLUR
Serial Number:	77709812	BLUR
Serial Number:	77433623	BRAVO
Registration Number:	3796576	BRUTE

CH $4190.00 2678419

Serial Number:	85013032	CARTWHEEL
Serial Number:	85024401	CHARM
Serial Number:	77508720	CHISEL
Serial Number:	77576061	CITRUS
Registration Number:	3782479	CLUTCH
Serial Number:	85087394	COMMAND ONE
Registration Number:	3782417	CRUSH
Registration Number:	3529164	CRYSTALTALK
Serial Number:	77822070	DEBUT
Serial Number:	77870446	DESEO
Registration Number:	2383628	
Serial Number:	77738267	DEVOUR
Serial Number:	77547252	ECOMOTO
Serial Number:	77613042	ELATION
Serial Number:	77508671	EMPRESS
Serial Number:	77546684	ENDEAVOR
Serial Number:	77645733	ENTICE
Registration Number:	2030643	E-P
Serial Number:	77472686	EVOKE
Serial Number:	85088831	FAMILY ROOM
Serial Number:	77738298	FIEND
Registration Number:	3098797	FINDVIAMOTO
Serial Number:	85052508	FINITI
Serial Number:	85012945	FLIPOUT
Serial Number:	85091637	FLIPSIDE
Serial Number:	77082350	FOLLOW ME TV
Registration Number:	3021709	GETVIAMOTO
Registration Number:	3021708	GOVIAMOTO
Serial Number:	77910230	GRASP
Serial Number:	85012958	HEADSPIN
Serial Number:	85012969	HEARSAY
Registration Number:	3308016	HELLOMOTO
Serial Number:	77505605	HINT
Registration Number:	3175191	HOMESIGHT
Registration Number:	2063821	IDEN

Registration Number:	2953608	IDENTIFIERS
Registration Number:	2406679	IKNO!
Registration Number:	2406693	IKNO! CHOOSE TO KNOW
Serial Number:	77738287	INNATE
Registration Number:	3285448	INTELLICHARGE
Registration Number:	2726362	INTELLIGENCE EVERYWHERE
Serial Number:	77645745	INVOKE
Registration Number:	2970867	IRADIO
Registration Number:	2698090	ITAP
Registration Number:	3785829	KARMA
Serial Number:	77508086	KRAVE
Serial Number:	77063293	KREATV
Registration Number:	2872990	LEADERSHIP SUPPLY
Serial Number:	77484415	LINDO
Serial Number:	77911431	LIVE LIFE FOR THE STORY
Serial Number:	85088028	LUST
Serial Number:	77725179	M B
Serial Number:	77713328	M BLUR
Registration Number:	0819885	M
Registration Number:	0803354	M
Registration Number:	0847770	M
Registration Number:	1674103	M
Registration Number:	1690267	M
Registration Number:	1694335	M
Registration Number:	2201018	M
Registration Number:	2193629	M
Registration Number:	0887046	M MOTOROLA
Registration Number:	1680185	M MOTOROLA
Registration Number:	2202552	M MOTOROLA
Registration Number:	3477883	M
Serial Number:	77053010	M
Serial Number:	77750248	MILESTONE
Registration Number:	2373824	MINUTOS DE MOTOROLA
Registration Number:	3402839	MOTO
Registration Number:	3551057	MOTOA4

Serial Number:	85094604	
Serial Number:	77709801	MOTOBLUR
Registration Number:	2975642	MOTOCODER
Registration Number:	3383314	MOTOKRZR
Registration Number:	3750181	MOTONAV
Registration Number:	3547963	MOTOPURE
Registration Number:	3446576	MOTOQ
Registration Number:	3469387	MOTORAZR
Registration Number:	3469718	MOTORIZR
Registration Number:	0804161	MOTOROLA
Registration Number:	0717485	MOTOROLA
Registration Number:	0745106	MOTOROLA
Registration Number:	0814700	MOTOROLA
Registration Number:	1671037	MOTOROLA
Registration Number:	1718282	MOTOROLA
Registration Number:	1711625	MOTOROLA
Registration Number:	2204950	MOTOROLA
Registration Number:	2190864	MOTOROLA
Serial Number:	77052855	MOTOROLA
Registration Number:	0399935	MOTOROLA
Registration Number:	0614157	MOTOROLA
Registration Number:	0612989	MOTOROLA
Registration Number:	0619039	MOTOROLA
Registration Number:	0400049	MOTOROLA
Registration Number:	0620672	MOTOROLA
Serial Number:	85096153	
Serial Number:	77875550	MOTOROLA MOBILITY
Registration Number:	2349586	MOTOROLA ORIGINAL
Registration Number:	2983927	MOTOROLA PROVEN
Registration Number:	3442488	MOTOROLA Q
Registration Number:	3758821	MOTOROLA RIVAL
Serial Number:	77875577	MOTOROLA SOLUTIONS
Serial Number:	77935876	MOTOSPEAK
Registration Number:	3006545	MOTOTALK
Registration Number:	3490367	MOTOTRBO

Registration Number:	3403105	MOTOWI4
Registration Number:	3446606	MOTOWI4
Registration Number:	2737051	MOTSHARE
Serial Number:	85074103	OASIS
Registration Number:	3412719	PEBL
Serial Number:	77463441	POET
Serial Number:	77723840	QUANTICO
Serial Number:	77915932	QUENCH
Registration Number:	3428150	RACE TO RECYCLE
Serial Number:	77463459	RAMBLER
Registration Number:	3538754	RAPIDCONNECT
Serial Number:	77466647	RAPTURE
Serial Number:	77424100	RENEGADE
Serial Number:	77608075	RENEW
Serial Number:	77567999	RETURN OF ARTISTRY
Serial Number:	77505619	REVELATION
Registration Number:	2387352	RIGHT KNOWLEDGE RIGHT NOW
Serial Number:	85074158	ROADSTER
Serial Number:	77182805	ROKR
Serial Number:	77470806	SATIN
Registration Number:	3467400	SCREEN3
Serial Number:	77595776	SHIMMER
Serial Number:	77595773	SHIVER
Registration Number:	1813630	SIX SIGMA
Registration Number:	1647704	SIX SIGMA
Serial Number:	85094158	SOLVE
Serial Number:	77298745	SONGID
Serial Number:	85084740	SPICE
Serial Number:	77723857	SQUALL
Serial Number:	77595783	STATURE
Serial Number:	77848963	SUBMERGE
Serial Number:	77576069	SWOON
Registration Number:	1210368	TALKABOUT
Registration Number:	2214198	TALKABOUT
Registration Number:	2407167	TALKABOUT

Serial Number:	77810045	THE FIRST PHONE WITH SOCIAL SKILLS
Serial Number:	77773582	TRIUMPH
Registration Number:	3547970	TRUECOMFORT
Registration Number:	3415536	TRYMEMOTO
Serial Number:	77424088	TUNDRA
Registration Number:	1656108	TURBO DIAL
Registration Number:	3037656	UBISURF
Serial Number:	77766553	UNLEASH
Registration Number:	3670960	V8
Serial Number:	77750243	VANQUISH
Registration Number:	2968375	VIAMOTO
Registration Number:	2570578	VIP SERIES
Serial Number:	77486353	XYTICO

CORRESPONDENCE DATA

Fax Number: (312)577-4741

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

Phone: 312-902-5665

Email: becky.williams@kattenlaw.com

Correspondent Name: Becky A. Williams

Address Line 1: 525 W. Monroe Street, Suite 1900

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	258475
NAME OF SUBMITTER:	Becky A. Williams
Signature:	/baw/
Date:	07/30/2010

Total Attachments: 7

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WORLDWIDE OMNIBUS ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This assignment agreement (the "**Assignment**") is entered into this 30th day of July, 2010 (the "**Effective Date**") by and between Motorola, Inc., which will change its name on or about January 1, 2011, and be known as Motorola Solutions, Inc., a Delaware corporation with a principal address of 1303 E. Algonquin Road, Schaumburg, IL 60196 ("**MINC**" or "**Assignor**") and Motorola Trademark Holdings, LLC, a Delaware limited liability company, with a principal address of 600 North US Highway 45, Libertyville, IL 60048 ("**Motorola Holdco**" or "**Assignee**") (Assignor and Assignee each a "**Party**" and together the "**Parties**").

WHEREAS, MINC has determined that it would be appropriate, desirable and in the best interests of MINC and MINC's stockholders to separate the Mobile Devices and Home businesses (collectively, the "**Transferred Businesses**") from MINC;

WHEREAS, in order to effectuate the foregoing, MINC, Motorola SpinCo Holdings Corporation, a Delaware corporation and wholly-owned subsidiary of MINC ("**Spinco**"), and Motorola Mobility, Inc., a Delaware corporation and wholly-owned subsidiary of MINC ("**Mobility**") are entering into a Master Separation and Distribution Agreement ("**MSDA Agreement**"), which provides, among other things, subject to the terms and conditions thereof for the contribution or transfer of certain assets and liabilities of the Transferred Businesses to Spinco, Mobility and certain of their Subsidiaries and the Distribution, each of the foregoing terms as more specifically defined in the MSDA Agreement (collectively, the "**Separation Transactions**"), and the execution and delivery of certain other agreements in order to facilitate and provide for the foregoing;

WHEREAS, in connection with the Separation Transactions, MINC is contributing all of its rights, title and interests in, to and under the "Motorola," "Moto" and other trademarks, service marks, trade names, logos, slogans, designs, trade dress, domain names and other proprietary designations, including but not limited to the applications and registrations therefor set forth on Schedule A hereto and the domain name registrations set forth on Schedule C hereto, and all other applications and registrations therefor, along with all related common law marks and all appurtenant goodwill (collectively, the "**Motorola Marks**") to Assignee, except that MINC will have a right to continue to use certain Motorola Marks pursuant to the terms, conditions and limitations of a separate written license agreement between MINC and Assignee ("**Exclusive License Agreement**").

WHEREAS, in connection with the Separation Transactions, MINC is also contributing all of its rights, title and interests in, to and under certain other trademarks, service marks, trade names, logos, slogans, designs, trade dress, domain names and other proprietary designations, including but not limited to the applications and registrations therefor set forth on Schedule B hereto and the domain name registrations set forth on Schedule D hereto, and all other applications and registrations therefor, along with all related common law marks and all appurtenant goodwill (collectively, the "**Mobility Marks**") to Assignee (Motorola Marks and Mobility Marks together the "**Assigned Motorola Marks**").

WHEREAS, Assignor, is the owner of all right, title and interests in, to and under the Assigned Motorola Marks; and

WHEREAS, Assignee, is desirous of acquiring the Assigned Motorola Marks and the goodwill associated therewith;

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Assignment.

Assignor hereby assigns, transfers, conveys and sets over to Assignee all right, title and interest, in, to and under the Assigned Motorola Marks owned by Assignor, including any common law rights, together with the goodwill of the business symbolized by said Assigned Motorola Marks and any common law marks, and trademark registrations, applications and renewals thereof, any renewal rights therein, domain name registrations, any renewal rights therein, and subject to the Exclusive License Agreement pertaining to certain Motorola Marks, all income, royalties, damages and payments now or hereafter due or payable in respect to the Assigned Motorola Marks, and all causes of action, either in law or in equity, and the exclusive right to enforce, sue, counterclaim and recover for past, present and future infringement of the Assigned Motorola Marks and the rights thereto in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Covenants by Assignor.

Following the execution of this Assignment and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary or desirable to confirm, effect or perfect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assigned Motorola Marks as set forth on Schedule A, Schedule B, Schedule C and Schedule D and all related goodwill. At the request of Assignee, Assignor shall timely execute and deliver, and shall designate a responsible person, as applicable, who shall in the future, timely execute and deliver, following receipt of the payment for the documented costs thereof, all such assignment documents to Assignee. Until such time as all of the assignments of Assignor's Assigned Motorola Marks in all countries set forth on Schedule A, Schedule B, Schedule C and Schedule D are duly recorded with the responsible government offices or registrars (the "**Interim Period**"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Assignment, to be the owner of Assignor's Assigned Motorola Marks set forth on Schedule A, Schedule B, Schedule C and Schedule D.

If it shall be necessary to record this Assignment, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's Assigned Motorola Marks shall

TRADEMARK
REEL: 004251 FRAME: 0834

become due for any renewals, maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's reasonable requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's sole cost and expense, to maintain and enforce all registrations and other filings throughout the world. All recordations and filings of Assignments of Assignor's Assigned Motorola Marks and other materials confirming ownership by Assignee shall be made at Assignee's request or direction.

Section 3. Inadvertent Omission of Motorola Marks or Mobility Marks from the Assigned Motorola Marks set forth on Schedule A, Schedule B, Schedule C or Schedule D.

In the event that either Party becomes aware that (i) a trademark or domain name used by one of the Transferred Businesses prior to the Effective Date; (ii) a trademark or domain name which contains a portion of a Motorola Mark or a Mobility Mark set forth on Schedule A or Schedule B; or (iii) a trademark or domain name owned by a subsidiary or affiliate of Assignor that was intended to be assigned to Assignee, was not included in the Assigned Motorola Marks set forth on Schedule A, Schedule B, Schedule C or Schedule D, and thus should have originally been included on Schedule A, Schedule B, Schedule C or Schedule D, the Parties agree to amend this Assignment to add the inadvertently omitted trademark(s) or domain names(s) to the Assigned Motorola Marks set forth on Schedule A, Schedule B, Schedule C or Schedule D, as appropriate.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer this 30th day of July, 2010.

ASSIGNOR

Motorola, Inc.

By:_____

Name:_____

Title:_____

Date:_____

ACCEPTED AND ACKNOWLEDGED BY:

ASSIGNEE

Motorola Trademark Holdings, LLC

By:_____

TRADEMARK
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IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be executed on its behalf by a duly authorized officer on the date effective as of the Effective Date.

"Motorola"

MOTOROLA, INC., a Delaware corporation

By:
Name: Gregory Q. Brown
Title: Co-Chief Executive Officer

"MTH"

Motorola Trademark Holdings, LLC, a Delaware limited liability company

By:
Name: Sanjay K. Jha
Title: Chief Executive Officer and President

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

ACKNOWLEDGMENT

On this 30th day of July, 2010, before me came Gregory Q. Brown, who stated that he is the Co-Chief Executive Officer of Motorola, Inc. and acknowledged that he executed the above instrument as the act and deed of Motorola, Inc. with full authority to do so.

OFFICIAL SEAL
KAREN R. LEVY
Notary Public - State of Illinois
My Commission Expires Nov 18, 2011

Notary Public

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

ACKNOWLEDGMENT

On this 30th day of July, 2010, before me came Sanjay K. Jha, who stated that he is the Chief Executive Officer and President of Motorola Trademark Holdings, LLC and acknowledged that he executed the above instrument as the act and deed of Motorola Trademark Holdings, LLC with full authority to do so.

OFFICIAL SEAL
MADELLIENE SISON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/09/12

Notary Public

[Signature Page to Trademark Assignment Agreement]

MarkName	ApplicationNumber	RegistrationNumber
ACCOMPLI	75/532809	2678419
ADVENTURE	77/424108	
ARCHITECT	85/094057	
AURA	75/017615	2139992
AURA Design	75/018046	2183229
AURALINK	76/213281	3071318
BACKFLIP	77/732927	
BACKTRACK	77/907042	
BALI	77/926664	
BARRAGE	77/775932	
BLUR	77/686693	
BLUR	77/709812	
BRAVO	77/433623	
BRUTE	77/561684	3796576
CARTWHEEL	85/013032	
CHARM	85/024401	
CHISEL	77/508720	
CITRUS	77/576061	
CLUTCH	77/679010	3782479
COMMAND ONE	85/087394	
CRUSH	77/665146	3782417
CRYSTALTALK	78/784349	3529164
DEBUT	77/822070	
DESEO	77/870446	
DESIGN (Latin America Design)	75/357065	2383628
DEVOUR	77/738267	
ECOMOTO	77/547252	
ELATION	77/613042	
EMPRESS	77/508671	
ENDEAVOR	77/546684	
ENTICE	77/645733	
E-P and Design	74/542307	2030643
EVOKE	77/472686	
FAMILY ROOM	85/088831	
FIEND	77/738298	
FINDVIAMOTO	78/244522	3098797
FINITI	85/052508	
FLIPOUT	85/012945	
FLIPSIDE	85/091637	
FOLLOW ME TV	77/082350	
GETVIAMOTO	78/244528	3021709
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GRASP	77/910230	
HEADSPIN	85/012958	
HEARSAY	85/012969	
HELLOMOTO	78/168340	3308016
HINT	77/505605	
HOMESIGHT	78/568052	3175191
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IKNO! CHOOSE TO KNOW and Design	75/429012	2406693
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INTELLICHARGE	78/120784	3285448
INTELLIGENCE EVERYWHERE	76/153099	2726362
INVOKE	77/645745	
IRADIO	75/780641	2970867

ITAP	75/750651	2698090
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KRAVE	77/508086	
KREATV	77/063293	
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LINDO	77/484415	
LIVE LIFE FOR THE STORY	77/911431	
LUST	85/088028	
M B Design	77/725179	
M BLUR Design	77/713328	
M DESIGN	72/208019	819885
M DESIGN	72/803354	803354
M OPEN CIRCLE DESIGN	72/267966	847770
M OPEN CIRCLE DESIGN	74/144044	1674103
M OPEN CIRCLE DESIGN	74/163244	1690267
M OPEN CIRCLE DESIGN	74/163246	1694335
M OPEN CIRCLE DESIGN	75/248456	2201018
M OPEN CIRCLE DESIGN	75/339305	2193629
M OPEN CIRCLE DESIGN MOTOROLA	72/301122	887046
M OPEN CIRCLE DESIGN MOTOROLA	74/150715	1680185
M OPEN CIRCLE DESIGN MOTOROLA	75/248469	2202552
M SOLID CIRCLE DESIGN	78/250829	3477883
M SOLID CIRCLE DESIGN	77/053010	
MILESTONE	77/750248	
MINUTOS DE MOTOROLA	75/558095	2373824
MOTO	78/102865	3402839
MOTOA4	77/240899	3551057
MOTOACTV	85/094604	
MOTOBLUR	77/709801	
MOTOCODER	78/242288	2975642
MOTOKRZR	78/934035	3383314
MOTONAV	77/092210	3750181
MOTOPURE	77/339301	3547963
MOTOQ Design	78/677851	3446576
MOTORAZR	78/660117	3469387
MOTORIZR	78/934075	3469718
MOTOROLA	72/207142	804161
MOTOROLA	72/105657	717485
MOTOROLA	72/140717	745106
MOTOROLA	72/222598	814700
MOTOROLA	74/144045	1671037
MOTOROLA	74/163228	1718282
MOTOROLA	74/163245	1711625
MOTOROLA	75/252324	2204950
MOTOROLA	75/339306	2190864
MOTOROLA	77/052855	
MOTOROLA (Block Script)	71/447018	399935
MOTOROLA (Stylized Lightning Bolt)	71/676516	614157
MOTOROLA (Stylized Lightning Bolt)	71/676517	612989
MOTOROLA (Stylized Lightning Bolt)	71/676519	619039
MOTOROLA (Stylized Lightning Bolt)	71/447019	400049
MOTOROLA (Stylized Lightning Bolt)	71/676518	620672
MOTOROLA DEFY	85/096153	
MOTOROLA MOBILITY	77/875550	
MOTOROLA ORIGINAL & Design	75/571353	2349586
MOTOROLA PROVEN and Design (Horizontal)	78/255872	2983927
MOTOROLA Q Design	78/746739	3442488
MOTOROLA RIVAL	77/612135	3758821

MOTOROLA SOLUTIONS	77/875577	
MOTOSPEAK	77/935876	
MOTOTALK	78/330196	3006545
MOTOTRBO	78/770590	3490367
MOTOWi4	78/675701	3403105
MOTOWi4 Design	78/699536	3446606
MOTSHARE	75/681739	2737051
OASIS	85/074103	
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REVELATION	77/505619	
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ROKR Logo	77/182805	
SATIN	77/470806	
SCREEN3 Stylized and Design	77/338818	3467400
SHIMMER	77/595776	
SHIVER	77/595773	
SIX SIGMA	74/199225	1813630
SIX SIGMA & Design	74/026418	1647704
SOLVE	85/094158	
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SPICE	85/084740	
SQUALL	77/723857	
STATURE	77/595783	
SUBMERGE	77/848963	
SWOON	77/576069	
TALKABOUT	73/335352	1210368
TALKABOUT	75/344827	2214198
TALKABOUT	75/635039	2407167
THE FIRST PHONE WITH SOCIAL SKILLS	77/810045	
TRIUMPH	77/773582	
TRUECOMFORT	77/340493	3547970
TRYMEMOTO	78/359731	3415536
TUNDRA	77/424088	
TURBO DIAL	74/095631	1656108
UBISURF	78/414421	3037656
UNLEASH	77/766553	
V8	78/563521	3670960
VANQUISH	77/750243	
VIAMOTO	78/244493	2968375
VIP SERIES	75/635512	2570578
XYTICO	77/486353	