

03-17-1999



Recordation Form Cover Sheet

U.S. Department of Commerce

Patent and Trademark Office

TRADEMARKS ONLY

100986855

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20503, or to the attached original documents or copy thereof:

1. Name of conveying party(ies)
MI Acquisition.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State _____
 Other **Limited Liability Company, Colorado**

Additional name(s) of conveying Party(ies) attached?
 Yes No

3-19-99

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 4, 1999**

2. Name and address of receiving party(ies):
Name: **Xilinx, Inc.**
Internal Address: _____
Street Address: **2100 Logic Drive**
City: **San Jose** State: **California** Zip: **95124**

Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional Name(s) & address(es) attached:
 Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): _____
Additional numbers attached _____

B. Trademark Registration No.(s): _____
 Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: **Michael A. Levy**
Gibson, Dunn & Crutcher LLP
Internal Address: _____
Telesis Tower, 31st Floor
Street Address: **One Montgomery Street**
City **San Francisco** State **CA** Zip **94104**

6. Total number of applications and registrations involved
12

7. Total fee (37 CFR 3.41): \$ **315.00**
 Enclosed

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
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.

Michael A. Levy

Name of Person Signing

Signature

3/9/99

Date

Total number of pages including cover sheet, attachments and document: 7

03/17/1999 DMGUYEN 00000054 1555570

01 FCT/81 40.00 00
02 FCT/82 275.00 00

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

315E

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Mark	Registration Number	Issued Date
MINC Logo	1,555,570	9/12/89
PLDesigner	1,556,628	9/19/89
PLSchematic	1,576,163	1/9/90
Design Synthesis Language	74/073,038	5/21/90
PLAdvisor	74/058,832	5/14/90
ASICPATH	74/058,531	5/14/90
MINC and design	74/053,958	4/30/90
PLPartition	74/053,957	4/30/90
ASICDesigner	75/038,089	4/30/90
PGA Designer	75/038,088	3/13/90
PLDesigner Student Version	74/038,086	4/30/90
ASICPrototyper	74/038,087	3/13/90

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**REGISTERED TRADEMARK
AND TRADEMARK APPLICATION ASSIGNMENT**

This Registered Trademark and Trademark Application Assignment (this "**Assignment**") is made as of January 4, 1999 by MI Acquisition LLC, a Colorado limited liability company ("**Assignor**"), to Xilinx, Inc. a Delaware corporation ("**Xilinx**"), and Xilinx Ireland, a company formed under the laws of Ireland ("**Xilinx Ireland**", and together with Xilinx, "**Assignee**").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated December 22, 1998 (the "**Purchase Agreement**").

B Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks registered with (the "**Registered Trademarks**") and the trademark applications filed with (the "**Trademark Applications**") the United States Patent and Trademark Office and set forth on Exhibit A hereto, together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

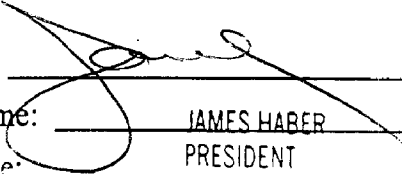
1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Registered Trademarks and the Trademark Applications, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Registered Trademarks and the Trademark Applications, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignee has executed this Assignment on the date first above written.

MI ACQUISITION LLC,

**By: The Diversified Group Incorporated,
its Manager**

By:  _____

Name: JAMES HABER

Title: PRESIDENT

Acknowledgment by Notary Public

State of NY

County of NY

On this 4th day of January, 1999, before me, the undersigned Notary Public, personally appeared James Haber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature:
Name:

Denise Cahill

, Notary Public

DENISE CAHILL
Notary Public, State of New York
No. 01 CA 5062260
Qualified in Westchester County
Commission Expires June 24, 192000

EXHIBIT A

Mark	Goods/Services	Registration Number	Issued Date
MINC Logo	Computer programs and program manuals all sold as a unit for use in logic configuration automation applications	1,555,570	9/12/89
PLDesigner	Computer programs and program manuals all sold as a unit for use in logic configuration automation applications	1,556,628	9/19/89
PLSchematic	Computer programs and instruction manuals sold therewith, for use in engineering applications	1,576,163	1/9/90

Mark	Goods/Services	Serial Number	Filing Date
Design Synthesis Language	Computer programs and program manuals all sold as a unit for use in logic configuration automation application.	74/073,038	5/21/90
PLAdvisor	Computer programs and program manuals all sold as a unit for use in logic configuration automation applications	74/058,832	5/14/90
ASICPATH	Computer programs and program manuals all sold as a unit for use in application specific integrated circuit	74/058,531	5/14/90
MINC and design	Computer programs for engineering applications and instruction manuals sold therewith	74/053,958	4/30/90

Mark	Goods/Services	Registration Number	Issued Date
PLPartition	Computer programs and program manuals all sold as a unit for use in logic configuration automation applications	74/053,957	4/30/90
ASICDesigner	Computer programs and program manuals all sold as a unit for use in specific-integrated circuit design	75/038,089	4/30/90
PGADesigner	Computer programs and program manuals all sold as a unit for use in programmable gate array applications	75/038,088	3/13/90
PLDesigner Student Version	Computer programs and program manuals all sold as a unit for use in programmable logic design applications	74/038,086	4/30/90
ASICPrototyper	Computer programs and program manuals all sold as a unit for use in ASIC design applications	74/038,087	3/13/90