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08-13-1999

Recorda

J.S. Department of Commerce  
Patent and Trademark Office



TRAC

101116858

To the Honorable Commissioner of Patents and Trademarks: Please record the attached

1. Name of conveying party(ies) Philips Electronics North America Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State      Delaware  
 Other \_\_\_\_\_

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

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

Execution Date: August 2, 1999

2. Name and address of receiving party(ies):

Name: Xilinx, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2100 Logic Drive

City: San Jose State: CA 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): \_\_\_\_\_ B. Trademark Registration No.(s): 2,249,994

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Michael A. Levy, Esq.  
C/O Gibson, Dunn & Crutcher LLP

Internal Address: Telesis Tower, 31st Floor

Street Address: One Montgomery Street

City San Francisco Stat CA Zip 94104

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$ \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

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                      *[Signature]*                      8/3/99  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011

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

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.

Vertical stamp: 00000269 2249994 08/11/1999 101116858

## REGISTERED TRADEMARK ASSIGNMENT

This Registered Trademark Assignment (this "**Assignment**") is made effective as of August 2, 1999 by Philips Electronics North America Corporation, a Delaware corporation ("**Assignor**") having a principal place of business at 1251 Ave. of the Americas, New York, NY 10020, to Xilinx, Inc., a Delaware corporation ("**Assignee**").

### RECITALS

A. Philips Semiconductors Inc. (a division of Assignor) and Assignee have entered into an Asset Purchase Agreement of even date herewith (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 trademark registered with the United States Patent and Trademark Office and set forth on Exhibit A hereto (the "**Registered Trademark**"), 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 Trademark, 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, along with the right to sue for and collect damages accruing after the assignment hereof, for the use and benefit of Assignee and its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment on July 30, 1999

**PHILIPS ELECTRONICS NORTH AMERICA  
CORPORATION**

By: 

Name: Algy Tamoshunas

Title: Vice President

**EXHIBIT A**

<b>Mark</b>	<b>Goods/Services</b>	<b>Registration Number</b>	<b>Issued Date</b>
<b>COOL RUNNER</b>	<b>Integrated Circuits, Namely A Programmable Logic Array</b>	<b>2,249,994</b>	<b>June 1, 1999</b>

xiassign