



12-01-1999

11-12-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101211792

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRD 11/12/99

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

<b>Submission Type</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<b>Conveyance Type</b> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year <input type="text" value="09/16/99"/> <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
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**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
 Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

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11/30/1999 DNGUYEN 00000134 75773846 FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
 02 FC:482 75.00 OP

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

650-494-0600

Name

R.J. Heher

Address (line 1)

Fenwick & West LLP

Address (line 2)

Two Palo Alto Square

Address (line 3)

Palo Alto, California 94306

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 12

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trade Application Number(s)**

**Registration Number(s)**

75/773,846	75/773,843	
75/773,845		
75/773,844		


**Number of Properties** Enter the total number of properties involved.

# 4

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0261

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Susan M. Marsh, Esq.

*Susan M. Marsh*

November 11, 1999

Name of Person Signing

Signature

Date Signed

Express Mail mailing label No

EL744645235US

Date of Deposit

11/12/99

This document is being deposited with the United States Patent and Trademark Office to Applicant's service under 37 CFR 1.101 in the form listed above and is addressed to: Assistant Commissioner for Trademarks, 2000 Crystal Dr., Arlington, VA 22202-3513.

Phyllis O'Sullivan  
(Type or print the name of person mailing paper or fee)

Phyllis O'Sullivan  
(Signature of person mailing paper or fee)

TRADEMARK

**TRADEMARK ASSIGNMENT**

**WHEREAS**, Harris Corporation, a Delaware corporation having its principal place of business at 1025 West NASA Blvd., Melbourne, Florida 32919 ("Harris") executed an assignment of trademarks on September 16, 1999, entitled "Harris Assignment of Harris Trademark," a true and correct copy of which is attached hereto as Exhibit A, (hereinafter, "Harris Trademark Assignment #2"), which assignment conveys Harris's entire right, title and interest in and to each and all of the trademarks identified in Appendix A of Harris Trademark Assignment #2 (hereinafter, "the Harris Trademarks") to Intersil Corporation, a Delaware corporation having its principal place of business at 2401 Palm Bay Road, N.E., Melbourne, Florida 32905 (hereinafter, "Intersil");

**WHEREAS**, the Harris Trademarks are the subject of applications filed on a *bona fide* intent-to-use basis before the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act (hereinafter, "Intent- to-Use Applications");

**WHEREAS**, Harris Trademark Assignment #1 assigns the designated Intent-to-Use Applications without reciting the fact that, at the time Harris Trademark Assignment #2 was executed, Harris, an ongoing and existing business, intended also to assign to Intersil that portion of its business to which the marks that are the subject of the Intent-to-Use applications pertain; and

**WHEREAS**, Harris desires to correct Harris Trademark Assignment #2, and with this document does hereby correct Harris Trademark Assignment #2 by reciting as follows:

///

///

2206700070/956778 V

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, the undersigned Harris Corporation, a Delaware corporation having its principal place of business at 1025 West NASA Blvd., Melbourne, Florida 32919 ("Harris") does hereby assign, transfer and set over to Intersil Corporation, a Delaware corporation having its principal place of business at 2401 Palm Bay Road, N.E., Palm Bay, Florida 32905, its successors, legal representatives and assigns (hereinafter "Assignee") its entire right, title and interest in and to the trademarks listed on the Schedule of Trademarks, attached hereto as Exhibit B, together with the goodwill symbolized by the marks and that portion of Harris's business to which the marks pertain; as well as all pending applications for state registration of the marks; all federal registrations and any registration which may issue therefrom in any and all foreign countries; and all rights appurtenant to the marks under the International Convention for the Protection of Industrial Property.

Harris hereby further agrees to cooperate with the Assignee in every possible way and to do all affirmative acts, and to execute all papers which counsel for Assignee shall advise are necessary and/or desirable without charge to Assignee in connection with the perfection in Assignee of the rights hereby assigned including, without limitation, the execution of separate assignments in connection with such marks and their respective applications and registrations and the provisions of the International Convention for the Protection of Industrial Property or similar agreements.

Harris hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

This Assignment is, *nunc pro tunc*, effective as of September 16, 1999

Assignor, Harris Corporation  
By: Scott T. Mikven  
Name: SCOTT T. Mikven  
Title: Asst Sec

*fjh*

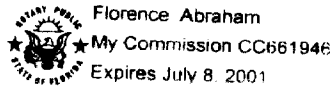
Date: 11-9-99

SUBSCRIBED and SWORN to

before me this 9 of November 1999

Florence Abraham  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**Page 1 of 8**

**HARRIS ASSIGNMENT OF HARRIS TRADEMARK**

**FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned Harris Corporation, a corporation of Delaware, having a place of business at 1025 West NASA Blvd., Melbourne, Florida 32919 ("Harris"), does hereby assign, transfer and set over to Intercell Corporation, a corporation of Delaware, having a place of business at 2401 Palm Bay Road, N.E., Palm Bay, FL 32905, its successors, legal representatives and assigns (hereinafter "Assignee") its entire right, title and interest in and to the trademarks listed on the attached Appendix "A", together with the good will represented thereby, as well as all pending applications for state and/or federal registration and any registrations which may issue therefrom, in the United States of America and all foreign countries, and all rights under the International Convention for the Protection of Industrial Property.**

**Harris further agrees to cooperate with the Assignee in every way possible and to do all affirmative acts, and to execute all papers which counsel for Assignee shall advise are necessary and/or desirable without charge to Assignee in connection with the perfection in Assignee of the rights hereby assigned including, without limitation, the execution of separate assignments in connection with such applications and the provisions of the International Convention for Protection of Industrial Property or similar agreements.**

**Harris hereby authorizes and requests the Commissioner of Patents & Trademarks to issue any and all Registrations resulting from any pending application to Assignee, as assignee of the entire interest, and Harris hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.**

EXHIBIT A  
Page 2 of 8

The undersigned hereby grants to Howard Rothman, Douglas Balog, John DaAngelis, Ferdinand M. Romano, and L. Lawton Rogers, III the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent & Trademark Office for recordation of this document.

IN WITNESS WHEREOF,

Date September 16, 1999

HARRIS CORPORATION

By: *Scott T. Mikva* (Signature)  
SCOTT T. MIKVA (Printed Name)  
Asst Secretary (Title)

ATTEST:

[SEAL]

*[Signature]*  
Secretary

Date 9-16-99

**EXHIBIT A**  
Page 3 of 8

**APPENDIX "A" TO HARRIS ASSIGNMENT OF HARRIS TRADEMARKS**

Note that the MARKS should be listed separately from the federal and the state registrations so as to include common law rights and unregistered rights, if any, in the rest of the world. If any of the registrations are in foreign countries, the country should be identified in the list.

This document may then be recorded against the specifically identified federal registrations, and state registrations if you later choose to do so.

**Marks**

Stylized "T" (and design) as shown on attached pages, ITU filed with the U.S.P.T.O. on August 11, 1999 in International Classes 9, 37, 40, and 42.

CLASS 9 = SERIAL NUMBER 75/773,846  
CLASS 37= SERIAL NUMBER 75/773,845  
CLASS 40= SERIAL NUMBER 75/773,844  
CLASS 42= SERIAL NUMBER 75/773,843



**EXHIBIT A**  
**Page 4 of 8**

**Applicant:**

**Harris Corporation**

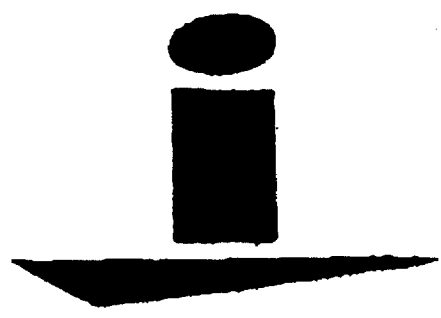
**Post Office Address:**

**1025 W. NASA Boulevard  
Melbourne, Florida 32919**

**Goods:**

**Semiconductors; integrated circuits, namely, circuits containing transistors or other semiconductor devices including circuits for computers, communications, electronic networks, digital and analog functions, microprocessors, microcontrollers, digital signal processors, programmable logic circuits, memory circuits, power control circuits, amplifiers and converters; semiconductors, namely, power devices, MOSFETs, MESFETs, IGBTs, and other discrete transistor devices, thyristors, rectifiers, diodes and diode arrays; electronic circuit boards and modules containing integrated circuits and power devices; circuit boards for**

**Continued on next page . . .**



**Mark:** I (and Design)  
**Applicant:** Harris Corporation

**EXHIBIT A**  
**Page 5 of 8**

**Continued Goods . . .**

**Goods:**

telephones, wireless communication, radio, television and telephone transmission and reception, data recording and storage media; computer software, namely, utility programs for use with the above goods, and application software and device drivers for operating the above goods; computer software for use in the manufacture of semiconductors; computer network management utilities software; electronic components, namely, hybrid electronic circuits, circuit boards, integrated circuit packages, and lead frames used in manufacturing semiconductors, and user manuals sold with the above goods in International Class 9

**Mark:** I (and Design)  
**Applicant:** Harris Corporation

**EXHIBIT A**  
**Page 6 of 8**

**Applicant:**

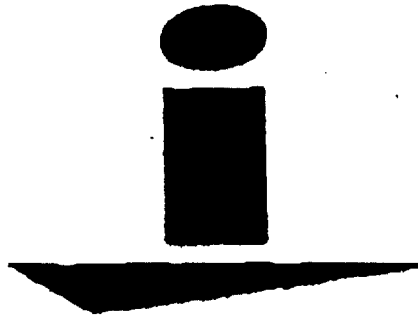
**Harris Corporation**

**Post Office Address:**

**1025 W. NASA Boulevard  
Melbourne, Florida 32919**

**Services:**

**installation, repair and maintenance of  
electronic equipment in International  
Class 37**



**Mark: I (and Design)**  
**Applicant: Harris Corporation**

**TRADEMARK**

**REEL: 001993 FRAME: 0811**

**EXHIBIT A**  
**Page 7 of 8**

**Applicant:**

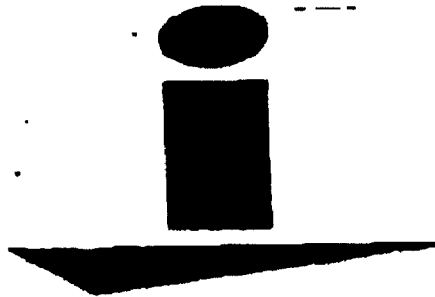
**Harris Corporation**

**Post Office Address:**

**1025 W. NASA Boulevard  
Melbourne, Florida 32919**

**Services:**

**custom manufacture of semiconductors,  
integrated circuits, memory devices and  
computer hardware and software in  
International Class 40**



**Mark: I (and Design)**  
**Applicant: Harris Corporation**

**EXHIBIT A**  
**Page 8 of 8**

**Applicant:**

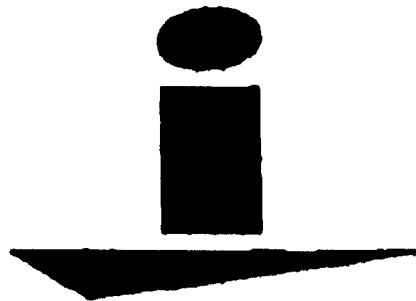
**Harris Corporation**

**Post Office Address:**

**1025 W. NASA Boulevard  
Melbourne, Florida 32919**

**Services:**

**information services, namely, providing technical and non-technical information on semiconductors, including discrete and integrated circuit devices; computer hardware and software consulting services; designing and testing semiconductors for others; maintenance of computer software and technical support; software installation in International Class 42**



**Mark:** I (and Design)  
**Applicant:** Harris Corporation

**EXHIBIT B TO TRADEMARK ASSIGNMENT**

**SCHEDULE OF TRADEMARKS**

Mark	Class	Application Number	Filing Date
Stylized I and Design	9	75/773,846	11-August-1999
Stylized I and Design	37	75/773,845	11 August 1999
Stylized I and Design	40	75/773,844	11-August-1999
Stylized I and Design	42	75/773,843	11-August-1999

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