

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



12-01-1999

11-12-1999



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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #4:

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Effective Date
Month Day Year
- Change of Name
- Other

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)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/30/1999 DNGUYEN 00000147 75292498

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
700.00 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, Esq.

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.

11

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)

| | | |
|------------|------------|------------|
| 75/292,498 | 75/212,181 | 75/721,753 |
| 75/366,345 | 75/366,606 | 75/721,773 |
| 75/384,433 | 75/722,352 | 75/721,751 |

| | | |
|-----------|-----------|--|
| 1,844,229 | 2,108,394 | |
| 2,099,961 | 2,011,392 | |
| 2,197,112 | 2,206,791 | |

Number of Properties Enter the total number of properties involved.

29

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

\$ 740.00

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. EL 4446 4775205

Date of Deposit 11/12/99

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.103 on the date indicated above and is addressed to: Assistant Commissioner for Trademarks, 2000 Crystal Dr., Arlington, VA 22202-3513.

Phyllis O'Sullivan
(Typed or printed name of person mailing paper or fee)

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

TRADEMARK

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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)

| | | |
|------------|------------|----------------------|
| 75/746,727 | 75/721,774 | <input type="text"/> |
| 75/746,764 | 75/722,351 | <input type="text"/> |
| 75/746,761 | 75/721,647 | <input type="text"/> |
| 75/746,792 | 75/722,355 | <input type="text"/> |
| 75/721,752 | 75/721,279 | <input type="text"/> |
| 75/722,058 | 75/366,344 | <input type="text"/> |
| 75/722,354 | 75/607,181 | <input type="text"/> |

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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 August 13, 1999, entitled "Harris Assignment of Harris Trademarks," a true and correct copy of which is attached hereto as Exhibit A, (hereinafter, "Harris Trademark Assignment #1"), which assignment conveys Harris's entire right, title and interest in and to each and all of the trademarks identified in Appendix A and the Supplement to Appendix A of Harris Trademark Assignment #1 (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 include marks for which registrations have issued from the United States Patent and Trademark Office, and marks which 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 #1 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 #1, and with this document does hereby correct Harris Trademark Assignment #1 by reciting as follows:

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 with respect to those marks that are the subject of intent-to-use-applications filed pursuant to Section 1(b) of the Trademarks Act, 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 August 13, 1999

Assignor, Harris Corporation

By: Scott T. Mikven 2011

Name: Scott T. Mikven

Date: 11-9-99

Title: Asst Secretary

SUBSCRIBED and SWORN to

before me this 9 of Nov., 1999

Florence Abraham

Notary Public

My Commission Expires: _____



Florence Abraham
My Commission CC681946
Expires July 8, 2001

HARRIS ASSIGNMENT OF HARRIS TRADEMARKS

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 Intersil Corporation, a corporation of Delaware, having a place of business at 2401 Palm Bay Road, N.E., Melbourne, FL 32905, its successors, legal representatives and assigns (hereinafter "Assignee") its entire right, title and interest in and to each of the trademarks listed in 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.

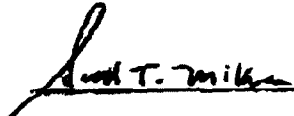
Exhibit A
Page 2 of 5

The undersigned hereby grants to Howard Rothman, John DeAngelis, 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 August 13, 1999

HARRIS CORPORATION

By:  (Signature)
Scott I. Milson (Printed Name)
Assistant Secretary (Title)

ATTEST:

[SEAL]


Secretary

Date August 13, 1999

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

Registrations

Applications

Exhibit A
Page 4 of 5

APPENDIX A
HARRIS TRADEMARKS

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| | | | Pub. No. | Pub. Date | Reg. No. | Reg. Date |
|-----|-----------------------------|------------|----------|-------------|----------|-------------|
| ITU | COOL POWER | Published | 7522346 | 15-May-1987 | | |
| ITU | COOL (Slogan) | Pending | 7522348 | 01-Oct-1987 | | |
| ITU | COOLAUDIO | Pending | 7522353 | 04-Nov-1987 | | |
| ITU | COOLAUDIO AND DESIGN | Published | 75212181 | 13-Dec-1986 | | |
| ITU | COOLMEDIA | Pending | 7522405 | 01-Oct-1987 | | |
| ITU | PT AND DESIGN | Registered | 74420427 | 04-Aug-1983 | 11844929 | 12-Jul-1984 |
| ITU | LITTLEPET | Registered | 74703125 | 18-Jun-1985 | 2086851 | 23-Sep-1987 |
| ITU | PENGUIN DESIGN | Pending | 7522344 | 01-Oct-1987 | | |
| ITU | PRISM | Registered | 7522352 | 24-Jan-1987 | 2187112 | 20-Dec-1988 |
| ITU | PRISM (AND DESIGN) | Registered | 7522358 | 13-Apr-1987 | 2188304 | 26-Dec-1987 |
| ITU | SATELLITE APPLICATIONS FLOW | Pending | 7522161 | 17-Dec-1986 | | |
| | SYNCHROPET | Registered | 74412542 | 18-Dec-1983 | 2011982 | 29-Oct-1984 |
| | ULTRAFET | Registered | 74420427 | 18-Jul-1987 | 2306781 | 01-Dec-1988 |

SUPPLEMENT TO APPENDIX A
HARRIS TRADEMARKS

| | | | | |
|-----------------------|----|---------|-------------|-------------|
| INTERTEL | 6 | Pending | 75722282 | 04-Jun-1999 |
| INTERTEL | 57 | Pending | 75721728 | 04-Jun-1999 |
| INTERTEL | 46 | Pending | 75721773 | 04-Jun-1999 |
| INTERTEL | 42 | Pending | 75721781 | 04-Jun-1999 |
| INTERTEL (AND DESIGN) | 8 | Pending | 75748737 | 08-Jul-1999 |
| INTERTEL (AND DESIGN) | 37 | Pending | 75748734 | 08-Jul-1999 |
| INTERTEL (AND DESIGN) | 48 | Pending | 75748731 | 08-Jul-1999 |
| INTERTEL (AND DESIGN) | 42 | Pending | 75748730 | 08-Jul-1999 |
| INTERTELICON | 8 | Pending | 75721722 | 04-Jun-1999 |
| INTERTELICON | 37 | Pending | 75721728 | 04-Jun-1999 |
| INTERTELICON | 46 | Pending | 75721726 | 04-Jun-1999 |
| INTERTELICON | 42 | Pending | 75721774 | 04-Jun-1999 |
| IS | 8 | Pending | 75721751 | 04-Jun-1999 |
| IS | 37 | Pending | 75721757 | 04-Jun-1999 |
| IS | 46 | Pending | 75722248 | 04-Jun-1999 |
| IS | 42 | Pending | Not Reached | 04-Jun-1999 |

EXHIBIT B TO TRADEMARK ASSIGNMENT
SCHEDULE OF TRADEMARKS

| Mark | Class(es) | Application Number(A)/ Registration Number(R) | Filing Date(F)/ Registration Date(R) |
|----------------------|-------------------|--|---|
| COOLPOWER | 9 | 75/292,498 (A) | 15-May-1997 (F) |
| COOL (Stylized) | 9, 37, 40, 42 | 75/366,345 (A) | 01-Oct-1997 (F) |
| COOLAUDIO | 9, 37, 40, 42 | 75/384,433 (A) | 04-Nov-1997 (F) |
| COOLAUDIO AND DESIGN | 9 | 75/212,181 (A) | 13-Dec-1996 (F) |
| COOLMEDIA | 9, 35, 37, 40, 42 | 75/366,606 (A) | 01-Oct-1997 (F) |
| FT AND DESIGN | 9 | 74/420,427 (A) | 04-Aug-1993 (F) |
| INTERSIL | 9 | 1,844,229 (R) | 12-July-1994 (R) |
| INTERSIL | 37 | 75/722,352 (A) | 04-Jun-1999 (F) |
| INTERSIL | 40 | 75/721,753 (A) | 04-Jun-1999 (F) |
| INTERSIL | 40 | 75/721,773 (A) | 04-Jun-1999 (F) |

Exhibit B to Trademark Assignment
 Schedule of Trademarks
 Page 2 of 3

| Mark | Class(es) | Application Number(A)/ Registration Number(R) | Filing Date(F)/ Registration Date(R) |
|-----------------------|-----------|--|---|
| INTERSIL | 42 | 75/721,751 (A) | 04-Jun-1999 (F) |
| INTERSIL (AND DESIGN) | 9 | 75/746,727 (A) | 08-Jul-1999 (F) |
| INTERSIL (AND DESIGN) | 37 | 75/746,764 (A) | 08-Jul-1999 (F) |
| INTERSIL (AND DESIGN) | 40 | 75/746,761 (A) | 08-Jul-1999 (F) |
| INTERSIL (AND DESIGN) | 42 | 75/746,792 (A) | 08-Jul-1999 (F) |
| INTERSILICON | 9 | 75/721,752 (A) | 04-Jun-1999 (F) |
| INTERSILICON | 37 | 75/722,058 (A) | 04-Jun-1999 (F) |
| INTERSILICON | 40 | 75/722,354 (A) | 04-Jun-1999 (F) |
| INTERSILICON | 42 | 75/721,774 (A) | 04-Jun-1999 (F) |
| IS | 9 | 75/722,351 (A) | 04-Jun-1999 (F) |
| IS | 37 | 75/721,647 (A) | 04-Jun-1999 (F) |
| IS | 40 | 75/722,355 (A) | 04-Jun-1999 (F) |
| IS | 42 | 75/721,279 (A) | 04-Jun-1999 (F) |

Exhibit B to Trademark Assignment
Schedule of Trademarks
Page 3 of 3

| Mark | Class(es) | Application Number(A)/ Registration Number(R) | Filing Date(F)/ Registration Date(R) |
|-----------------------------|---------------|--|---|
| LITLERET | 9 | 74/703,124 (A) | 19-Jul-1995 (F) |
| PENGUIN DESIGN | 9, 37, 40, 42 | 2,099,961 (R) | 23-Sep-1997 (R) |
| PRISM | 9 | 75/366,344 (A) | 01-Oct-1997 (F) |
| PRISM AND DESIGN | 9 | 75/230,863 (A) | 24-Jan-1997 (F) |
| | | 2,197,112 (R) | 20-Oct-1998 (R) |
| | | 75/088,186 (A) | 15-Apr-1996 (F) |
| | | 2,108,394 (R) | 28-Oct-1997 (R) |
| SATELLITE APPLICATIONS FLOW | 9 | 75/607,181 (A) | 17-Dec-1998 (F) |
| SYNCHROFET | 9 | 74/612,382 (A) | 19-Dec-1994 (F) |
| | | 2,011,392 (R) | 29-Oct-1996 (R) |
| ULTRAFET | 9 | 75/325,327 (A) | 16-Jul-1997 (F) |
| | | 2,206,791 (R) | 01-Dec-1998 (R) |

22067/00070/0452241