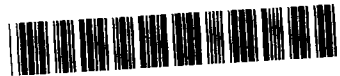


10-20-2000



101493757

10.10.00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patent 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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
75527832

Conveying Party

Mark if additional names of conveying parties attached

Name VIVID SEMICONDUCTOR, INC. Month Day Year 10022000
Formerly _____
____ Individual ____ General Partnership ____ Limited Partnership Corporation ____ Association
____ Other _____
 Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name NATIONAL SEMICONDUCTOR CORPORATION
DBA/AKA/TA _____
Composed of _____
Address (line 1) 2900 Semiconductor Drive
Address (line 2) _____
Address (line 3) Santa Clara CA 85226
City State/County Zip Code
____ Individual ____ General Partnership ____ Limited Partnership If document to be recorded is an
 Corporation ____ Association assignment and the receiving party is
____ Other not domiciled in the United States, an
____ appointment of a domestic
*(Designation must be a separate representative should be attached.
document from Assignment.)*
 Citizenship/State of Incorporation/Organization Delaware

10/20/2000 DBYRNE 00000019 75527832

01 FC:481 40.00 OP
02 FC:482 50.00 OP

FOR OFFICE USE ONLY

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 602-956-7000

Name Marvin A. Glazer
Address (line 1) 2141 E. Highland Avenue
Address (line 2) Suite 155
Address (line 3) Phoenix, AZ 85016
Address (line 4) _____

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

3

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).

Trademark Application Number(s)			Registration Number(s)		
75527832			2019637	2089520	

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Enclosed X

Deposit Account _____

Deposit Account

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

Deposit Account Number:

03-0088

Authorization to charge additional fees:

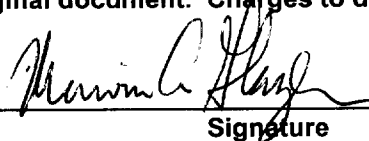
Yes X

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.

Marvin A. Glazer
Name of Person Signing


Signature

Oct. 6, 2000
Date

TRADEMARK ASSIGNMENT

This Assignment is made this 2 day of October, 2000, by and from:

VIVID SEMICONDUCTOR, INC.,)	Hereinafter referred
a Delaware corporation)	to as "VIVID"
having offices at)	
7400 West Detroit Street, Suite 170)	
Chandler, Arizona 85226)	
)	
)	
)	
)	
NATIONAL SEMICONDUCTOR)	Hereinafter referred
CORPORATION,)	to as "NATIONAL"
a Delaware corporation)	
having a principal place of business at)	
2900 Semiconductor Drive)	
Santa Clara, California 95051)	
_____)	

RECITALS

VIVID is the sole and exclusive owner of the trademarks that are the subject of the trademark registrations listed below:

- 1. Reg. No. 2,019,637, registered November 26, 1996, for the mark "Vivid, and design", registered in Intl. Cl. 9, for "integrated circuits"; and
- 2. Reg. No. 2,089,520, registered August 19, 1997, for the mark "VIVID SEMICONDUCTOR", registered in Intl. Cl. 9, for "integrated circuits";

the trademarks listed above as items 1 and 2 being referred to herein as "the registered marks".

VIVID is the sole and exclusive owner of the pending intent-to-use U.S. trademark application identified below:

- 3. U.S. Trademark Application Ser. No. 75/527,832, filed on July 30, 1998, seeking registration of the mark "WHISPERBUS", in Intl. Cl. 9, for "integrated circuits", for which a Notice of Allowance was issued on August 10, 1999;

the trademark application identified above as item 3 being referred to herein as "the pending U.S. trademark application".

The registered marks and the pending U.S. trademark application are hereinafter collectively referred to as "Trademark Rights".

Pursuant to that certain Assignment of Seller Proprietary Rights executed by VIVID on August 9, 2000, VIVID agreed to sell, transfer, and assign, and did sell, transfer, and assign said Trademark Rights to NATIONAL.

VIVID has sold to NATIONAL the portion of VIVID's business to which the mark "WHISPERBUS" pertains, which business is ongoing and existing, and NATIONAL is the successor to such business.

VIVID now desires that the aforementioned assignment of said Trademark Rights be set forth in a form that can be recorded in the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the above, and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIVID agrees as follows:

1. VIVID does hereby sell and assign to NATIONAL, its successors and assigns, the entire right, title and interest in and to the above-identified Trademark Rights, including:

a. the entire right, title and interest in and to the registered marks "Vivid, and design" as shown in Reg. No. 2,019,637, for "integrated circuits", and "VIVID SEMICONDUCTOR" for "integrated circuits", any issued state or Federal trademark registrations or foreign trademark registrations directed to the registered marks, as well as any pending applications therefor, together with the goodwill of the integrated circuit business symbolized by the registered marks; and

b. the entire right, title and interest in and to the trademark "WHISPERBUS" for use with "integrated circuits", including all rights in the pending U.S. trademark application identified above, any issued state or Federal trademark registrations or foreign trademark registrations directed to such trademark, as well as any pending applications therefor, together with the portion of VIVID's integrated circuit business to which the mark "WHISPERBUS" pertains, and any goodwill of the integrated circuit business currently symbolized by such mark;

2. VIVID covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith, and that it is unaware of any liens or security interests held by third parties in the Trademark Rights.

3. VIVID hereby agrees upon request and without further consideration, but at the expense of NATIONAL: (a) to communicate to NATIONAL, or its representatives or nominees, any facts known to VIVID relating to the above-identified Trademark Rights; (b) to testify in any legal proceeding relating to the above-identified Trademark Rights; (c) to sign and execute all

lawful papers and to make all lawful oaths relating to the above-identified Trademark Rights; and (d) to perform all acts reasonably necessary to aid NATIONAL, its successors, assigns and nominees in obtaining, maintaining, and enforcing trademark protection in the United States and foreign countries for the above-identified Trademark Rights.

4. The Trademark rights being assigned hereby shall be held and enjoyed by NATIONAL for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by VIVID if this assignment and sale had not been made, together with all claims for damages by reason of past infringement, with the right to sue and collect for such claims for NATIONAL's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

5. VIVID hereby authorizes and requests any official whose duty it is to issue trademark registrations to issue any trademark registration or renewal thereof which may be based upon the above-identified Trademark Rights to NATIONAL or its successors or assigns.

VIVID SEMICONDUCTOR, INC. (VIVID)

Gerald Harder

By: Gerald Harder
Title: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 3rd day of October, 2000, before me the undersigned, personally appeared Gerald Harder, the Vice President of Vivid Semiconductor, Inc., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Linda S. Dittmore

Notary Public

My commission expires:

2/10/04

