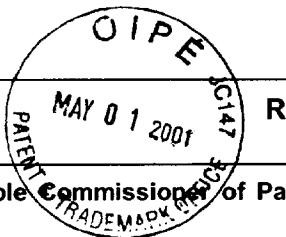


05-08-2001



FORM PTO-1594 (Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101706788

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
STB Systems, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation- TEXAS

Other _____

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

5-1-01

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: April 18, 2001

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

Name: NVIDIA US Investment Company

Internal Address: _____

Street Address: 3535 Monroe Street

City: Santa Clara State: California ZIP 95051

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation- 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)

75/670,198

B. Trademark Registration No.(s)

2,355,017

2,366,348

1,409,274

Additional numbers attached? Yes No

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

Name: Victor F. DeFrancis, Esq.

Internal Address: Cooley Godward LLP

Street Address: One Freedom Square
Reston Town Center
11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration involved: 4 (four)

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
03-3118
 (Attach duplicate copy of this page if paying by deposit account)

115E

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.

Victor F. DeFrancis 5/1/01
 Signature Date

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

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

05/08/2001 L MUELLER 00000138 75670198 4000 OF 75670198 01 FC+481 02 FC+482

TRADEMARK ASSIGNMENT

WHEREAS, **STB SYSTEMS, INC.**, a Texas corporation having its principal offices at 3400 Waterview Parkway, Richardson, Texas 75080 ("*Assignor*"), owns the registrations and/or pending applications in the United States Patent and Trademark Office for the marks identified in Exhibit A attached hereto (the "*Marks*"); and

WHEREAS, **NVIDIA US INVESTMENT COMPANY**, a Delaware corporation having its principal offices at 3535 Monroe Street, Santa Clara, California 95051 ("*Assignee*") desires to acquire the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in the Marks in the United States and throughout the world, together with any goodwill of the business symbolized by the Marks or that portion of the business in connection with which Assignor has a bona fide intent to use the Marks; as well as any and all reports, interests, claims and demands for recovery in law or equity that Assignor has or may have in profits and damages for infringements of the Marks which may have arisen in connection with any of the foregoing prior to the effective date of this instrument, including but not limited to the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. Assignee agrees to and does hereby accept the assignment as set forth above.
3. This assignment may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed copies of this assignment transmitted by telecopier shall be valid and binding.

Signed at ~~Santa Clara, California~~ on this 18th day of APRIL 2001

ASSIGNOR:

STB SYSTEMS, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

NVIDIA US INVESTMENT COMPANY

By: CB Hoberg

Name: CHRISTINE B. HOBERG

Title: CHIEF FINANCIAL OFFICER

TRADEMARK ASSIGNMENT

WHEREAS, **STB SYSTEMS, INC.**, a Texas corporation having its principal offices at 3400 Waterview Parkway, Richardson, Texas 75080 ("*Assignor*"), owns the registrations and/or pending applications in the United States Patent and Trademark Office for the marks identified in Exhibit A attached hereto (the "*Marks*"); and

WHEREAS, **NVIDIA US INVESTMENT COMPANY**, a Delaware corporation having its principal offices at 3535 Monroe Street, Santa Clara, California 95051 ("*Assignee*") desires to acquire the Marks.

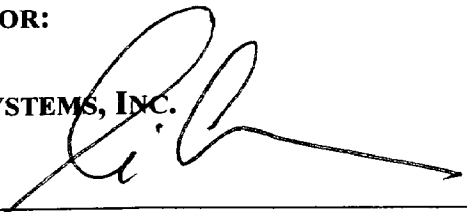
NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in the Marks in the United States and throughout the world, together with any goodwill of the business symbolized by the Marks or that portion of the business in connection with which Assignor has a bona fide intent to use the Marks; as well as any and all reports, interests, claims and demands for recovery in law or equity that Assignor has or may have in profits and damages for infringements of the Marks which may have arisen in connection with any of the foregoing prior to the effective date of this instrument, including but not limited to the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. Assignee agrees to and does hereby accept the assignment as set forth above.
3. This assignment may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed copies of this assignment transmitted by telecopier shall be valid and binding.

Signed at ~~Santa Clara, California~~ on this 18th day of APRIL 2001

ASSIGNOR:

STB SYSTEMS, INC.

By: 

Name: RICHARD A. HEDDLESON

Title: PRESIDENT

ASSIGNEE:



NVIDIA US INVESTMENT COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

MARK	SERIAL/REGISTRATION NO.
STB	Serial No. 75/670,198
STB	Registration No. 2,355,017
	Registration No. 2,366,348
	Registration No. 1,409,274

91028 v2/RE
1y8k02!.DOC

ASSIGNMENT OF TRADEMARKS

RECORDED: 05/01/2001

TRADEMARK
REEL: 002289 FRAME: 0627