

6.4.01

06-14-2001

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



101751862

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

JUN

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

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

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

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 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

Citizenship/State of Incorporation/Organization

06/13/2001 6TON11 00000164 500324 2357902
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

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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

TRADEMARK
REEL: 002313 FRAME: 0340

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

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,357,902"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

Authorization to charge additional fees:

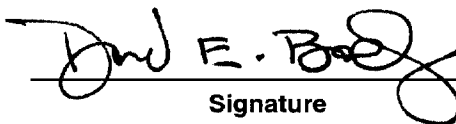
Yes No

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.

David E. Boundy

Name of Person Signing



Signature

June 1, 2001

Date

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name SONICblue Incorporated

March 30, 2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

RECEIVING PARTY

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (Line 1)

Address (Line 2)

Address (Line 3) City State/Country Zip Code

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into this 30th day of March, 2001 by and between SPEA Software GmbH, a German limited liability company, having a place of business at Mosstrasse 18B, 82319 Starnberg Germany and SONICblue Incorporated, a Delaware corporation, having a place of business at 2841 Mission College Blvd., Santa Clara CA 95054 (jointly and severally "Assignor") and ATI Technologies, Inc., an Ontario Corporation having a place of business at 33 Commerce Valley Drive, Thornhill, Ontario, Canada L3T 7N6 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement), pursuant to which Assignee agreed to purchase the FireGL Business from Assignor;

WHEREAS, Assignor is the owner of the trademarks, trademark registrations, and applications for trademark registration set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing (as defined in the Asset Purchase Agreement).

NOW THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the Closing Date, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby.
2. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.
3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

SPEA SOFTWARE GMBH

SONICBLUE INCORPORATED

By: CHR. MEELS
Name: CHRISTOPHE C. MEELS
Title: MANAGING DIRECTOR /
GESCHÄFTSFÜHRER

By: _____
Name: _____
Title: _____

Accepted hereby on this date:

ATI TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

SPEA SOFTWARE GMBH

SONICBLUE INCORPORATED

By: _____
Name:
Title:

By: William J. McFarland
Name: WILLIAM F. MCFARLAND
Title: VP + CEO

Accepted hereby on this date:

ATI TECHNOLOGIES INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

SPEA SOFTWARE GMBH

SONICBLUE INCORPORATED

By: _____

Name:

Title:

By: _____

Name:

Title:

Accepted hereby on this date:

ATI TECHNOLOGIES INC.

By:  _____

Name: Henry Quan

Title: Vice President, Corporate Development

SCHEDULE A

This schedule incorporates by reference Section 3.19(a) of the Asset Purchase Agreement that lists trademarks of SONICblue Incorporated and its Subsidiaries.

Schedule 3.19(e)
Registered Trademarks
and Trademark Applications

Trademark	Country	Ser/Reg/Number	Filing date	Intl/class	Description of goods/services	Status
FIRE	Germany	39619517	5/29/96	9	Graphics boards for computers	Registered
FIRE	Austria	663926	9/17/96	9	Graphics boards for computers	Registered
	Bosnia	663926	9/17/96	9	Graphics boards for computers	Registered
	Herzegovina	663926	9/17/96	9	Graphics boards for computers	Registered
	Bulgaria	663926	9/17/96	9	Graphics boards for computers	Registered
	Benelux	663926	9/17/96	9	Graphics boards for computers	Registered
	Belarus	663926	9/17/96	9	Graphics boards for computers	Registered
	Switzerland	663926	9/17/96	9	Graphics boards for computers	Registered
	China	663926	9/17/96	9	Graphics boards for computers	Registered
	Cuba	663926	9/17/96	9	Graphics boards for computers	Rejected
	Czech Rep.	663926	9/17/96	9	Graphics boards for computers	Registered
	Denmark	663926	9/17/96	9	Graphics boards for computers	Rejected
	Egypt	663926	9/17/96	9	Graphics boards for computers	Rejected
	Spain	663926	9/17/96	9	Graphics boards for computers	Rejected
	Finland	663926	9/17/96	9	Graphics boards for computers	Registered
	France	663926	9/17/96	9	Graphics boards for computers	Registered
	United Kingdom	663926	9/17/96	9	Graphics boards for computers	Rejected
	Croatia	663926	9/17/96	9	Graphics boards for computers	Registered
	Hungary	663926	9/17/96	9	Graphics boards for computers	Registered
	Italy	663926	9/17/96	9	Graphics boards for computers	Registered
	Korea	663926	9/17/96	9	Graphics boards for computers	Registered
	Latvia	663926	9/17/96	9	Graphics boards for computers	Registered
	Morocco	663926	9/17/96	9	Graphics boards for computers	Registered
	Monaco	663926	9/17/96	9	Graphics boards for computers	Registered
	Macedonia	663926	9/17/96	9	Graphics boards for computers	Registered
	Norway	663926	9/17/96	9	Graphics boards for computers	Rejected
	Poland	663926	9/17/96	9	Graphics boards for computers	Registered
	Portugal	663926	9/17/96	9	Graphics boards for computers	Registered
	Romania	663926	9/17/96	9	Graphics boards for computers	Registered
	Russian Federation	663926	9/17/96	9	Graphics boards for computers	Registered
	Sweden	663926	9/17/96	9	Graphics boards for computers	Rejected
	Slovenia	663926	9/17/96	9	Graphics boards for computers	Registered
	Slovakia	663926	9/17/96	9	Graphics boards for computers	Registered
	Ukraine	663926	9/17/96	9	Graphics boards for computers	Registered
	Viet Nam	663926	9/17/96	9	Graphics boards for computers	Registered
	Yugoslavia	663926	9/17/96	9	Graphics boards for computers	Registered
	Hong Kong	130271886	9/17/96	9	Graphics boards for computers	Abandoned

Schedule 3.1B(a)
Registered Trademarks
and Trademark Applications

Trademark	Country	Ser/Reg/Number	Filing date	Int./class	Description of goods/services	Status
FIRE	Japan	8-120561		9	Graphics boards for computers	Abandoned
FIRE	Korea	4678711966		9	Graphics boards for computers	Abandoned
FIRE	Singapore	T96/11500C	4/25/96	9	Graphics boards for computers	Registered
FIRE	Taiwan	784858	12/16/97	9	Graphics boards for computers	Registered
FIRE	USA	2,357,902	6/13/00	9	Graphics boards for computers	Registered
FIRE	Canada	849127		9	Graphics boards for computers	Abandoned
FIRE	Thailand	Kor 86896	2/9/99	9	Graphics boards for computers	Registered
FIRE	Australia	735998	1/14/98	9	Graphics boards for computers	Registered
FIRE	Brazil	820119862		9	Graphics boards for computers	Rejected
FIRE	Columbia	97038866	11/7/97	9	Graphics boards for computers	Pending
FIRE	Indonesia	417308	7/27/98	9	Graphics boards for computers	Abandoned
FIRE	India	742871		9	Graphics boards for computers	Pending
FIRE	Mexico	297,960		9	Graphics boards for computers	Abandoned
FIRE	Malaysia	87/09031		9	Graphics boards for computers	Pending
FIRE	New Zealand	278209	11/9/98	9	Graphics boards for computers	Registered
FIRE	Peru	42156	12/29/97	9	Graphics boards for computers	Registered
FIRE	Philippines	122335	8/6/97	9	Graphics boards for computers	Pending