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U.S. Patent & TMO/TM Mail Rcpt Dt. e 72

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

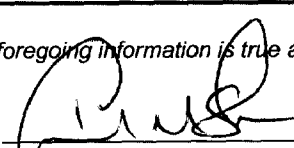
<p>1. Name of conveying party(ies): Calibre, Inc. <i>S-31-C1</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>CALIFORNIA</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>ZiLOG, Inc.</u> Internal _____ Address: _____</p> <p>Street Address: <u>910 E. Hamilton Avenue</u> City: <u>Campbell</u> State: <u>CA</u> Zip: <u>95008</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>DELAWARE</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>7/27/00</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/706,175; 75/706,176; 75/706,177;</u> <u>75/706,178; 75/706,179; 75/706,180</u></p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s)</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Steins & Associates</u> Internal Address: <u>Karl M. Steins</u></p> <p>Street Address: <u>2333 Camino del Rio South</u> <u>Suite 120</u></p> <p>City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92108</u></p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>400.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Karl M. Steins  5/30/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
REEL: 002314 FRAME: 0977

ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET

NAME OF CONVEYING PARTY(IES): Calibre, Inc.

**ADDITIONAL TRADEMARK APPLICATION NO.(S): 75/706,181
75/706,183
75/832,313
75/866,879**

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27th day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

RECITALS

A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain trademarks and/or trademark applications and the respective good will and reputation connected therewith, as set forth in Exhibit "A" attached hereto;

B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such trademark rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Definitions:** For purposes of this Assignment, the following terms shall have the following meanings:

a. **U.S. Trademarks and Applications:** The term "U.S. Trademarks and Applications" means the United States trademarks and trademark applications identified in the attached Exhibit "A,"

b. **Foreign Counterpart Trademark Application:** The term "Foreign Counterpart Trademark Application" means any application for a trademark in a jurisdiction other than the United States, that claims priority to any of the U.S. Trademarks and Applications.

c. **Foreign Counterpart Trademark:** The term "Foreign Counterpart Trademark" means any trademark issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Trademark Application.

2. **Trademark Assignment:**

a. **Assignment of Trademark Rights:** For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S. Trademarks and Applications; all Foreign Counterpart Trademarks and all

Foreign Counterpart Trademark Applications (hereinafter collectively referred to as the "Trademark Rights").

- b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the trademarks and trademark applications identified in the attached Exhibit "A" are the only trademark rights that Assignor owns or controls; (ii) Assignor is the lawful owner of and has good and marketable title to the Trademark Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Trademark Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Trademark Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable fees pertaining to the Trademark Rights due on or before the Effective Date have been paid; (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (viii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Trademark rights in Assignee, its successors and assigns.
- c. Issuance of Trademark: Assignor, as owner of the trademark rights that are hereunder assigned to Assignee, hereby authorizes and requests the Assistant Commissioner for Trademarks, or other proper governmental authority, to issue to Assignee, its successors and assigns, all trademarks and other trademark rights included within the Trademark Rights.
- d. Prosecution and Maintenance of Trademark Rights: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Trademark rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection under the Trademark Rights in all countries.


3. Miscellaneous:

- a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement of interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.

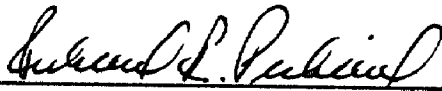
- b. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. Venue: Venue for suit on this Assignment shall be Santa Clara County, California, and all parties hereto agree and consent to venue being proper in such county.
- d. Exhibits: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. Governing Law: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. Integrated Agreement; Modification: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. Severability: The unenforceability, invalidity, illegality or any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such part hereunder.
- i. Execution of Documents: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. Counterparts: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. Neutral Construction: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date and year first above written.

Calibre, Inc., a California corporation

By: 
Title: President & CEO

ZiLOG, Inc., a Delaware corporation

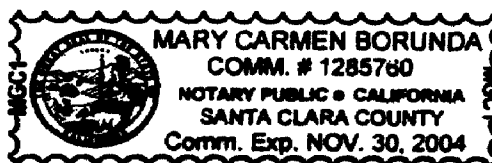
By: 
Title: Sr. VP, General Counsel and Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 22 day of May, 2001, before me, Mary Carmen Borunda Notary Public, State of California, duly commissioned and sworn, personally appeared Richard R. Plebard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary Carmen Borunda (Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 22 day of May, 2001, before me, Mary Carmen Borunda Notary Public, State of California, duly commissioned and sworn, personally appeared Allan Debulter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary Carmen Borunda (Seal)

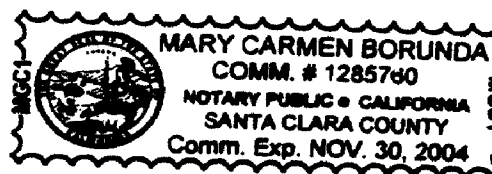


EXHIBIT "A"

LISTING OF TRADEMARK RIGHTS

<u>Docket #</u>	<u>Mark</u>	<u>Serial #</u>
CLB 10 -C47	Calibre Connect	75/706,175
CLB 11 -C48	PhotoConnect	75/706,176
CLB 12 -C49	MobileConnect	75/706,177
CLB 13 -C50	FileConnect	75/706,178
CLB 14 -C51	PrintConnect	75/706,179
CLB 15 -C52	IrDirector	75/706,180
CLB 16 -C53	SmartPowIR	75/706,181
CLB 17 -C54	SnoopIR	75/706,182
CLB 18 -C55	Place and Play	75/706,183
CLB 20 -D06	SyncMonitor	75/832,313
CLB 21 -D16	xConnect	75/866,879
CLB 22 -D17	mystuff.com	75/866,880

Exhibit "A" to Trademark Assignment of 27 July 2000

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