



FORM PTO-1594
1-31-92

101997665

ET

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

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

1. Name of conveying party(ies):
Oak Technology, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other: *2/11/02*

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: Oak Technology, Inc.

Internal Address:
Street Address: 139 Kifer Court
City: Sunnyvale State: CA Zip: 94086
 Individual(s) citizenship:
 Association
 General Partnership
 Limited Partnership
 Corporation-State: Delaware
 Other: a Delaware limited liability company
 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 names and addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
 Execution Date: January 14, 2002

4. Application Number(s) or Registration Number(s).
 A. Trademark Application No(s): **76/050510**

B. Trademark Registration No(s): **2379955**
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John A. Hughes
 TOWNSEND AND TOWNSEND AND CREW LLP
 Two Embarcadero Center, 8th Floor
 San Francisco, California 94111-3834
 (415) 576-0200

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

John A. Hughes
 Name of Person Signing

[Signature]
 Signature

1/17/02
 Date

Total number of pages including cover sheet, attachments and document: 5

10. Change Correspondence Address to that of Part 5? Yes No
 OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover to:
 02/28/2002 GTDM11 00000108 201430 76050510
 01 FC:481 40.00 CH
 02 FC:482 100.00 CH

Do not detach this portion
 Commissioner for Trademarks
 Box: Assignments
 Washington, D.C. 20231

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No(s).

B. Trademark Registration No(s).

2157223

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SF 1309806 v1

TRADEMARK ASSIGNMENT

The assignment made by this instrument is from Oak Technology, Inc., a California corporation whose principal place of business is 139 Kifer Court, Sunnyvale, California 94086 (hereinafter "Assignor"), to Oak Technology, Inc., a Delaware corporation whose principal place of business is 139 Kifer Court, Sunnyvale, CA 94086 (hereinafter "Assignee"). This Assignment shall be effective retroactively, as of the first date of Assignee's corporate existence.

WHEREAS, Assignor is the owner of marks (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - collectively, "the Marks"), and applications and registrations therefor, including but not limited to those appearing on Exhibit A hereto, but not including marks listed on Exhibit A hereto that are already owned by Assignee, if any.

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignee has acquired the entirety of Assignor's business related to the Marks, and Assignor and Assignee wish for Assignor to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

OAK TECHNOLOGY, INC.
ASSIGNOR

By



David J. Power
Vice President, General Counsel and Secretary

Dated:

January 17, 2002

EXHIBIT A

COUNTRY	TRADEMARK	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	TTC REF. COUNTRY ATTY(S) HANDLING
AU	XIONICS	9		A486514 10/29/90	18078T-004500AU (JAH)
AU	XIONICS	16	05/05/88	A456515 06/27/90	18078T-004501AU (JAH)
CA	OAK and Circle Design		1060812 05/26/00		18078T-004000CA CP (JAH)
CA	OAK TECHNOLOGY & Design				18078T-002200CA NW (JAH)
CN	OAK and Circle Design	9	2000076992 06/02/00		18078T-004000CN CP (JAH)
CN	OAK TECHNOLOGY & Design	9	9800131003 11/02/98	1417366 07/07/00	18078T-002200CN CP (JAH)
CN	SAVI	9	950102930 08/14/95	975995 04/07/97	18078T-000300CN JAH CP (RCC)
DE	OAK	9	017027/9 06/03/94	2905224 05/02/95	18078T-001500DE (JAH)
DE	Oak Logo Design	9	017216/9 08/22/94	2906293 05/12/95	18078T-001700DE (JAH)
DE	SPITFIRE	9	017026/9 06/03/94	2906023 05/10/95	18078T-001600DE (JAH)
EM	OAK and Circle Design	9	1679851 05/29/00		18078T-004000EM CP (JAH)
FI	SAVI	9	3648/95 06/21/95	143114 03/05/96	18078T-000300FI JAH CP (RCC)
FX	MOZART	1 2,6,12,14,15,16,18,20,21,23,25,28,29,30,32,33,34,35,36,38,39	532214 10/03/88	532214 02/21/89	18078T-001400FX (JAH)
FX	OAK	9	641108 07/13/95	641108 09/22/95	18078T-001500FX (JAH)
FX	Oak Logo Design	9	645512 09/08/95	645512 12/15/95	18078T-001700FX (JAH)
GB	X in Grid Design	9		1448232	18078T-004600GB CP (JAH)
GB	X in Grid Design	16	11/22/90	1448233	18078T-004601GB (JAH)
HK	OAK and Circle Design	9	12031/2000 05/30/00		18078T-004000HK CP (JAH)
HK	OAK TECHNOLOGY & Design	9	13783/98 10/15/98	15305/2000 10/15/98	18078T-002200HK CP (JAH)
IN	OAK and Circle Design	9	927614 05/26/00		18078T-004000IN (JAH)
IN	OAK TECHNOLOGY & Design	9	822587 10/12/98		18078T-002200IN NW (JAH)
JP	OAK and Circle Design	9	59960/2000 05/31/00		18078T-004000JP CP (JAH)
JP	OAK TECHNOLOGY & Design	11	49560/1991	2639662 03/31/94	18078T-001800JP (JAH)
KR	OAK and Circle Design	9	2000-25474 05/27/00	503363 10/10/01	18078T-004000KR (JAH)
KR	OAK TECHNOLOGY & Design	9	98-26333 10/10/98	460560 12/10/99	18078T-002200KR NW (JAH)

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	TTC REF. COUNTRY ATTY(S) HANDLING
MY	OAK and Circle Design	9	2000/06862 05/31/00		18078T-004000MY CP (JAH)
MY	OAK TECHNOLOGY & Design	9	MA/12106/98 10/16/98		18078T-002200MY NW (JAH)
NO	SAVI	9	953799 06/20/95	176713 09/12/96	18078T-000300NO JAH CP (RCC)
SG	OAK and Circle Design	9	T00/09178G 05/30/00		18078T-004000SG CP (JAH)
SG	OAK TECHNOLOGY & Design	9	S/10416/98 10/15/98	T98/10416E 10/06/00	18078T-002200SG (JAH)
TH	OAK & Circle Design	9	424994 07/06/00	Kor139098 08/29/01	18078T-004000TH CP (JAH)
TH	OAK TECHNOLOGY & Design	9	375858 12/04/98	Kor101111 10/27/99	18078T-002200TH NW (JAH)
TW	OAK and Circle Design	9	89030174 05/29/00		18078T-004000TW CP (JAH)
TW	OAK TECHNOLOGY & Design	9 9	8749933 10/13/98	902926 09/01/00	18078T-002200TW CP (JAH)
TW	SAVI	9	84-35748 07/18/95		18078T-000300TW JAH (RCC)
US	EXACTRAC	009;	75/508913 06/26/98	2379955 08/22/00	18078T-000600US (JAH)
US	OAK and Circle Design	009;	76/050510 05/16/00		18078T-004000US (JAH)
US	OAK TECHNOLOGY, INC.	009;	74/106426 10/16/90	1666512 12/03/91	18078T-000900US CJL (JAH)
US	OAK TECHNOLOGY, INC. & DESIGN	009;	74/106427 10/16/90	1667432 12/10/91	18078T-001000US CJL (JAH)
US	PERIPHERAL POWER	009;	75/022023 11/20/95	2157223 05/12/98	18078T-004200US (JAH)
US	XIP VIEW	009;	74/403196 06/21/93	1924462 10/03/95	18078T-004400US CJL (JAH)
US	XIPCHIP	009;	75/075938 03/21/96	2155378 05/05/98	18078T-004300US (JAH)
US	XIPDRIVER	009;	74/403158 06/21/93	2067415 06/03/97	18078T-005100US CJL (JAH)
VN	OAK and Circle Design	9 9	46938 06/22/00		18078T-004000VN (JAH)
VN	OAK TECHNOLOGY & Design	9 9	40293 12/02/98	33758 04/13/00	18078T-002200VN CP (JAH)

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RECORDED: 02/11/2002

TRADEMARK
REEL: 002451 FRAME: 0231

December 4, 2001