

03-20-2003



Form PTO-1594
(Rev. 10/02)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Dow Corning Enterprises, Inc.

3-19-03

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 01-23-03

2. Name and address of receiving party(ies)

Name: Dow Corning Corporation

Internal Address: Paul A. Marcela, Esq.

Street Address: 2200 West Salzberg Rd.

City: Auburn State: MI Zip: 486

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2003 MAR 19 AM 11:37
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

2,661,496;

Additional number(s) attached Yes No

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

Name: Lisa S. Lathrop

Internal Address: Jones Day

Street Address: 901 Lakeside Ave.

City: Cleveland State: OH Zip: 44114-1190

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Deborah B. Uluer

Name of Person Signing

Signature

3/11/03

Date

03/19/2003 DBYRNE 0000235 2861496
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Total number of pages including cover sheet, attachments, and document: _____

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

TRADEMARK
REEL: 002695 FRAME: 0586

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") effective as of January 23, 2003 (the "*Effective Date*"), is made by and between Dow Corning Enterprises, Inc., a Delaware corporation ("*Assignor*"), and Dow Corning Corporation, a Michigan corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Transfer and Assumption Agreement, effective as of January 23, 2003 (the "*Transfer Agreement*"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire all of the assets, rights, title and interests Assignor acquired (a) from Sterling Semiconductor, Inc., a Delaware corporation, (b) from GAN Semiconductor, Inc., a Delaware corporation ("*GAN*"), and (c) in connection with the continued operation of GAN's business after its acquisition by Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the United States trademark registrations and applications, the foreign trademark registrations and applications, the unregistered trademarks, the trade names and the domain names identified and set forth on Schedule A (collectively, the "*Trademarks*") and the goodwill of the business associated therewith; and

WHEREAS, pursuant to the Transfer Agreement, the Trademarks are to be assigned to Assignee; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Transfer Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for renewal of a registration covering the Trademarks; (b) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed effective as of the Effective Date.

ASSIGNOR:

DOW CORNING ENTERPRISES, INC. *J.M.*

J.M. Gilson
By: Jean-Marc Gilson
Title: Vice President

STATE OF MICHIGAN)

ss:

COUNTY OF BAY)

On this 23rd day of January, 2003 personally appeared before me Jean-Marc Gilson, known to me to be the Vice President of Dow Corning Enterprises, Inc., who acknowledged that he signed this instrument as a free act on behalf of Dow Corning Enterprises, Inc.

Gina M. Bullard
Notary Public: Gina M. Bullard
My commission expires: August 7, 2003

ASSIGNEE:

DOW CORNING CORPORATION *J.M.*

Stephanie A. Burns
By: Stephanie A. Burns
Title: Executive Vice President

STATE OF MICHIGAN)

ss:

COUNTY OF BAY)

On this 23rd day of January, 2003 personally appeared before me Stephanie A. Burns, known to me to be the Executive Vice President of Dow Corning Corporation, who acknowledged that she signed this instrument as a free act on behalf of Dow Corning Corporation.

Gina M. Bullard
Notary Public: Gina M. Bullard
My commission expires: August 7, 2003