

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Crosslayer Networks, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: 02/02/2004

2. Name and address of receiving party(ies)

Name: LSI Logic Corporation

Internal Address: MS: D-106 Legal

Street Address: 1621 Barber Lane

City: Milpitas State: CA Zip: 95035

- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,738,948 and 2,730,685 (see attached Exhibit A)

Additional number(s) attached Yes No

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

Name: LSI Logic Corporation

Internal Address: MS: D-106 Legal

Street Address: 1621 Barber Lane

City: Milpitas State: CA Zip: 95035

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account


8. Deposit account number:

12-2252

DO NOT USE THIS SPACE

9. Signature.

Sandeep Jaggi 43,331
Name of Person Signing


Signature

02/06/2004
Date

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

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

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the Effective Date set forth below by and between Crosslayer Networks, Inc. ("**ASSIGNOR**"), a Delaware corporation, and LSI Logic Corporation ("**ASSIGNEE**"), a Delaware corporation.

WHEREAS, **ASSIGNOR** entered into an Asset Purchase Agreement (the "**Agreement**"), dated as of February 2, 2004, with **ASSIGNEE** providing for the purchase by **ASSIGNEE** from **ASSIGNOR** of all of the assets of **ASSIGNOR'S** Business (as such term is defined in the Agreement); and

WHEREAS, **ASSIGNOR** is the owner of the trademarks, trademark applications and trademark registrations listed in Attachment A and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world (the "**Trademarks**");

WHEREAS, **ASSIGNOR** may have acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, pursuant to the Agreement, **ASSIGNEE** has and is to acquire all rights, title and interest in and to the Trademarks throughout the world; and

WHEREAS, **ASSIGNOR** is willing to assign to **ASSIGNEE** all rights, title and interest as **ASSIGNOR** may possess in and to the Trademarks throughout the world.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSIGNOR** makes the following assignment and agrees as follows:

1. ASSIGNMENT.

a. **ASSIGNOR** hereby assigns and sells to **ASSIGNEE** all of **ASSIGNOR'S** rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the Business symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in **ASSIGNOR'S** favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto **ASSIGNEE** absolutely.

b. At any time, and from time to time hereafter, **ASSIGNOR** shall forthwith, upon **ASSIGNEE'S** reasonable written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to **ASSIGNEE** any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in **ASSIGNEE** or to record this assignment, and to facilitate **ASSIGNEE'S** enjoyment and enforcement of said rights and causes of action.

2. MISCELLANEOUS. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or

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eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment as of the Effective Date set forth below.

Effective Date: February 2, 2004

CROSSLAYER NETWORKS, INC. (ASSIGNOR)

By: V. R. Ranganath 2/9/04

Signature V. R. RANGANATH

Printed Name BOARD MEMBER

Title

ACKNOWLEDGMENT

State of California)
County of Santa Clara) ss:

On this 3rd day of February, 2004, before me, the undersigned, personally appeared V. R. Ranganath, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

V. C. Whittier
Notary Public

My Commission Expires on 10-31-05



EXHIBIT A

**CROSSLAYER NETWORKS, INC.
WORLDWIDE APPLICATIONS AND REGISTRATIONS**

Country	Word Mark	Registration Date	Registration Number	Class
United States of America	Crosslayer Networks Silicon Solutions for Tomorrow's Networks (Note: No claim is made to the exclusive right to use "Networks" and "Silicon," apart from the mark as shown.)	July 15, 2003	2738948	9
United States of America	SiliconQoS (Note: No claim is made to the exclusive right to use "Silicon," apart from the mark as shown.)	June 24, 2003	2730685	9