

Form PTO-1594

(Rev. 10/02)

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

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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.

1. Name of conveying party(ies):

National Semiconductor Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- 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: August 21, 2003

2. Name and address of receiving party(ies)

Name: Advanced Micro Devices, Inc.

Internal Address: _____

Street Address: One AMD Place P.O. Box 3453

City: Sunnyvale State: CA Zip: 94088

- 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) _____
78/053432

B. Trademark Registration No.(s) 2749120; 2317006
2317007; 2317008; 2720082

Additional number(s) attached Yes No

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

Name: Raymond I. Geraldson, Esq.

Internal Address: _____

Pattishall, McAuliffe, Newbury, Hilliard &

Geraldson

Street Address: 311 South Wacker Drive

Suite 5000

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

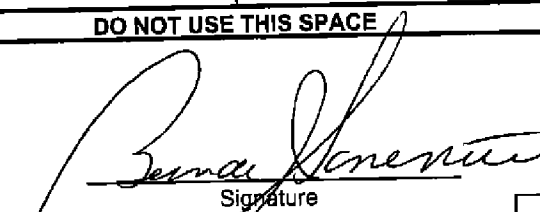
8. Deposit account number:

16-0650

DO NOT USE THIS SPACE

9. Signature.

Belinda J. Scrimenti
Name of Person Signing


Signature

3/1/04
Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$165.00 160650 78053432

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated August 21, 2003 (this "Agreement"), is entered into by National Semiconductor Corporation and its Subsidiaries (as defined below) (collectively, "Assignor"), with and for the benefit of Advanced Micro Devices, Inc. ("Assignee"). For the purpose of this Agreement, "Subsidiary" means, with respect to a party, any corporation, company, or other entity, more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly by a party hereto, but such corporation, company or other entity shall be deemed to be a "Subsidiary" only so long as such ownership or control exists.

WHEREAS, Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire all of Assignor's rights, title and interests in and to the trademarks set forth in Exhibit A attached hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and any applications or registrations therefor in the U.S. and throughout the world. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Assigned Trademarks.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts,

each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

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

NATIONAL SEMICONDUCTOR CORPORATION

By: *[Signature]*
Name: John M. Clark III
Title: Senior Vice President and Secretary

STATE OF California
COUNTY OF Santa Clara

On this 21st day of August, 2003, before me, a Notary Public in and for said State, personally appeared John M. Clark III 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

[Signature]
Notary Public



EXHIBIT A
ASSIGNED TRADEMARKS

Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
GEODE	75/749616	July 13, 1999
THINCLIENT@SCHOOL (Stylized)	78/053432	March 15, 2001
GEODE ORIGAMI	78/091033	Oct. 31, 2001

Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
XPRESSRAM	2,317,006	February 8, 2000
XPRESSGRAPHICS	2,317,007	February 8, 2000
XPRESSAUDIO	2,317,008	February 8, 2000
GEODELINK	2,720,082	May 27, 2003