

01-28-2004

RE



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To the Honorable Commissioner of

102655556

and original documents or copy thereof.

1. Name of conveying party(ies):

Lexra, Inc.

1-23-04

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

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

2. Name and address of receiving party(ies):

Name: STMicroelectronics, Inc.

Internal Address:

Street Address: 1310 Electronics Drive
Carrollton, Texas 75006-5039

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership
- Corporation - Texas
- 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

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OPR/FINANCE

3. Nature of conveyance:

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

Execution Date: September 1, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,423,794

Additional numbers attached? Yes No

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

Name: Molly Buck Richard

Internal Address: Thompson & Knight LLP

Street Address: 1700 Pacific Avenue, Suite 3300

City: Dallas State: Texas ZIP: 75201

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: 20-0821

(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 information is true and correct and any attached copy is a true copy of the original document.*

Molly Buck Richard

January 19, 2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent & Trademark Office
P. O. Box 1450
Alexandria, Virginia 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of September 1, 2003 (the "Effective Date") is made by and between Lexra, Inc., a Delaware corporation ("Assignor"), and STMicroelectronics, Inc., a Delaware corporation, ("ST").

WITNESSETH:

WHEREAS, Assignor has adopted and used and in certain cases registered or applied for registration of the trademarks listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, Assignor has agreed to assign and ST has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto ST all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

LEXRA, INC. (Delaware Corporation)

By:


Name: Charlie Cheng
Title: President