

02-12-2004



To the Honorable Commissione

102667578

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Calimetrics, Inc.

2-a-07

- 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: 11/20/2003

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) 76/273,804

B. Trademark Registration No.(s)

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: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-2252

OPR/FINANCE
FEB -9 PM 12:43

DO NOT USE THIS SPACE

9. Signature.

Sandeep Jaggi 43,331

Name of Person Signing

Signature

2/3/4

Date

02/11/2004 BYRNE 00000000 122252 76273804 Total number of pages including cover sheet, attachments, and document: 5

01 FC:6521

40.00 BA

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

TRADEMARK
REEL: 002912 FRAME: 0296

TRADEMARK ASSIGNMENT

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

WHEREAS, ASSIGNOR entered into an Asset Purchase Agreement (the "Agreement"), dated as of November 21, 2003, 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 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

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:

CALIMETRICS, INC. (ASSIGNOR)

By: *Kenneth C Campbell* 

Signature

Kenneth C Campbell

Printed Name

PRESIDENT & CEO

Title

ACKNOWLEDGMENT

State of *California*)

) ss:

County of *San Bernardino*)

On this *20th* day of *Nov.* 2003, before me, the undersigned, personally appeared *Kenneth C. Campbell*, ~~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.

Donna Reye Anaya
Notary Public

My Commission Expires on *1-26-2005*

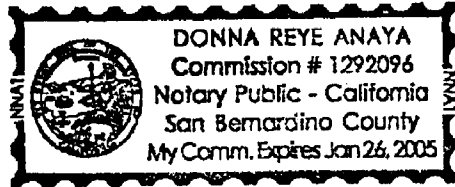


EXHIBIT A

**CALIMETRICS WORLDWIDE
APPLICATIONS AND REGISTRATIONS**

Matter	Country	Class	Effective*	Filed	Appln. No.	Reg. Date	Reg. No.	Status
ML	US	9,42		6/20/01	76/273804			Allowed
ML	EU	9,42	11/12/01	11/12/01	2458651	6/5/03	2458651	Registered
ML	TW	9	11/1/02	11/13/01	(90)046436	11/1/02	1020534	Registered
ML	TW	42	11/1/02	11/13/01	(90)046435	11/1/02	172358	Registered

*"Effective" is the date from which renewal is calculated.